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30	112 0	211 0	464 10	*819 0	*1,167 0
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Including the Powers, Duties, and Liabilities of the Sheriff, the High Bailiff, the Bishop, and other Executive Officers.

By T. KERR ANDERSON, LL.B., Barrister-at-Law.

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LONDON, DECEMBER 14, 1889.

CURRENT TOPICS.

WE PUBLISH elsewhere a set of new rules which have just been issued. They will be known as the "Rules of the Supreme Court, December, 1889," and come into operation on the 1st of January next. Most of them have been made in view of the amendments of the law introduced by the Arbitration Act, 1889, which commences on the same date, and we propose to notice them in discussing that statute under "Legislation of the Year"; but two of the rules are an addition to R. S. C., 1883, ord. 57, relating to interpleader. The first, which becomes rule 16 of that order, requires a claim to goods taken in execution to be in writing. Upon its receipt the sheriff or his officer is to give notice to the execution creditor according to a form contained in the appendix, and, according to another form, also there given (the two forms become Nos. 28 and 29 of Appendix B), the execution creditor is, within four days, to give notice that he admits or disputes the claim. If he admits the claim, he is only to be liable to the sheriff for expenses incurred prior to the receipt by the latter of the notice by which he does so. Rule 17 provides that, where the execution creditor does not give a notice under the preceding rule, and the claimant does not in writing withdraw his claim, the sheriff may apply for an interpleader summons, and then, if, prior to the day of its return, the claimant withdraws his notice, or the execution creditor admits the claim, the judge or master may make such order as to costs as may be just and reasonable.

EVER SINCE the case of *Smith* v. *Buchan* (36 W. R. 631) was before Mr. Justice KAY, there has been impending a prospect of extra cost and extra trouble in actions in which the plaintiff moves for judgment in default of defence, and more particularly in actions for specific performance or possession of land. In that case the learned judge announced that at a meeting of the judges it had been decided that no evidence in such cases could be received, but judgment must be given according to the pleadings alone. On Saturday last the same judge emphasized this decision by giving judgment in an action of *Bond* v. *Cuningham* for specific performance of the contract "as stated in the statement of claim." The result of this will apparently be, that, if the contract is not for this purpose sufficiently stated, the plaintiff's present action may prove abortive. Seeing that no pleader can tell beforehand that a defendant will so make default, he is on the horns of a dilemma, one of which impels him to frame his pleading on the model of Form 12 in Appendix C to the Rules of the Supreme Court, the other to set out the agreement at greater length so as to provide for the contingency of a motion for judgment in default of defence. In the one case he runs the risk of getting an imperfect, or perhaps unworkable, order, and in the other of being mulcted of a portion of his costs. In actions for specific performance there are usually some inquiries as to title, and as to the amount due and interest, or as to rents, and when these come before the chief clerk in chambers, his natural course is to call for and look at the agreement, and incidentally to see that it is properly stamped. If Mr. Justice KAY forbids him to do this, it becomes a question how the inquiries are to be carried on? Perhaps pleaders may be warned by these considerations to so frame their pleadings as to avoid failure. They will, for instance, in an action for possession of land so set out the parcels that the description may be transferred *verbatim* on to the writ of possession, should it ever be issued.

THE COURT OF APPEAL have reversed the decision of KEKEWICH, J., in *Tomlin* v. *Luce* (37 W. R. 490), and seem to have been of the opinion which we stated at the time, that it was probably due to some misunderstanding (33 SOLICITORS' JOURNAL, 412). Owing to the mistake of their auctioneer, mortgagees described property which they were selling as having the roads upon it completed. In point of fact, this was not the case, and the purchaser demanded and received compensation. The contract price was £20,800, the abatement allowed £895, and the difference was all that they proposed to bring into account with the second mortgagees. As the judge found that the compensation was reasonable, it does not appear at first sight that the mistake had done any mischief; but Mr. Justice KEKEWICH held, firstly, that, whatever were its results, the first mortgagees were liable for it, and then held that their liability was measured by the sum of £895. As the action was brought to charge them with what, but for their own wilful default, they might have received, it is obvious that this assumes that the original price was the correct one in any event, and that the return of the £895 by way of compensation, in spite of its being found to be reasonable, was unnecessary. It was very naturally admitted on appeal that this result could not be supported, and, indeed, the court treated it as a clear error caused by the manner in which the case had originally been presented. It was possible, however, that the misdescription had really caused some diminution in the price ultimately received, and an inquiry was directed to ascertain the amount of this. The principle that a mortgagee is liable for losses caused by the errors of his agents, provided they are not errors of judgment, was thus affirmed, but the measure of damage was properly taken to be the actual loss which it should be found on inquiry that the error had caused.

THE ARGUMENT in *Reg.* v. *Holt* (reported elsewhere) on the rule *nisi* for a *mandamus* to compel the Office of Land Registry to register charges imposed by virtue of section 257 of the Public Health Act, 1875, appears (as we anticipated in our comments on the case presented to the court when the rule was granted on July 29) to have assumed a somewhat humorous aspect; and as to charges under that Act the decision of Lord COLERIDGE, C.J., and MATHEW, J., denies to purchasers the protection which the Land Charges Registration and Searches Act, 1888, was believed to have given. The Attorney-General, on behalf of the Treasury (which surely must stand aghast at its own moderation), robed in the garb of an almost austere self-denial, resisted the flood of golden fees with which the Corporation of Nottingham threatened to overwhelm his clients in case the court should grant the *mandamus* for which the corporation sued; while counsel for the corporation candidly said that his clients "rather desired the application to be refused," and is also reported to have said that "if these charges ought to be registered and were not, purchasers for value would be seriously affected"; but this can hardly be a correct version of his argument, for on that hypothesis the charges would, by section 12 of the Act of 1888, be void as against purchasers. Under these circumstances, the court, we are told, came to the conclusion that the application "need not be granted"—that is, we suppose, that it did not find itself obliged to baulk the rigid virtue of the Treasury in the enjoyment of its self-denying ordinance, or to disappoint the anxious applicants by acceding to their prayer. The court, confessing itself perplexed by the wonderful unanimity of the combatants in this spirited engagement, gratified their valour by observing that it agreed with both of them, and therefore refused the application, on the ground, apparently, that the Act of 1888 applies only to charges created on an "application" which is contemplated by section 10 as being made in the case of any charge which can be registered under the Act, and that no such application is made on the creation of charges under the Public Health Act. The corporation seem to have suggested that, if the court should grant their application, a great burden would be laid upon them, because the amounts of the charges would be in many cases extremely small, but it is to be observed that the result would not have been to compel the corporation to incur the expense of registration if in any particular case it would not be worth their while to do so, nor even to deprive them of their charge if they should not register, except in case of any subsequent sale of the land, when they would be left to their personal remedies. As to cases in which the expenses of improvements are large, the local authority can avail itself of the further power, given by section 257 of the Public Health Act, to declare the expenses to be payable with interest "by annual instalments within a period not exceeding thirty years," and when that is done any instalment and interest "may be recovered in a summary manner from the owner or occupier for the time being" of the premises. This provision appears, on the one hand, to give the local authority a remedy which, though personal only, is practically not much inferior to a charge, and, on the other hand, to subject purchasers to a liability against which the Act of 1888 would not protect them, even if it were held to apply to the charges in question.

THE COPIOUS CORRESPONDENCE in the *Times* on MR. JUSTICE KAY'S *dictum* as to the duties of commissioners for oaths reveals some confusion between two wholly distinct questions, which we imagine may have also existed in the mind of the learned judge. One question is whether deponents do in fact swear affidavits with reckless carelessness; the other is whether it is the duty of the commissioner who administers the oath to see that they understand the contents of the affidavit, or whether his duty is limited to administering the oath. On the former question, MR. T. E. WINSLOW, Q.C., draws from his experience as a former bankruptcy official some curious instances of the careless way in which people who ought to know better take an oath. "I once had," he says, "many years ago, to administer an oath to the highest dignitary of the Church of England, who was a trustee for some charity. On attending at Lambeth Palace, and his Grace being about to be sworn, I put my usual question to him, and received the reply, 'Oh, I have not read it, but I know what its contents are.' I said I would not administer the oath until his Grace had read the document. He complied with my requirement, and was then sworn." MR. WINSLOW suggests that the form of administration of the oath should be altered somewhat as follows:—"You swear that this is your name and handwriting, *that you have read through the contents of this document*, and that they are true, so help," &c. MR. R. H. SPEED, of Nottingham, says he has taken thousands of affidavits and seen thousands taken by others, and that he has never used or seen any practice other than the following: "The commissioner, calling the attention of the deponent to his signature, asks him, Is that your name and handwriting? Have you read this affidavit or heard it read? Do you understand it? And on receiving affirmative answers, proceeds to administer the oath." The rest of the testimony, however, is entirely opposed to the general prevalence of this practice. There can be no doubt that the great body of commissioners for oaths have not hitherto understood that, except in the case of blind persons or illiterates, it is any part of their duty to see that the deponent understands the contents of the affidavit. That is a matter, they consider, which rests with the solicitor who prepares the affidavit and brings the deponent to be sworn. Many of them go further, and consider that it would be contrary to professional etiquette to inquire into the contents of an affidavit brought to him to be sworn. As one correspondent puts it: "In many country towns there are but two or three solicitors, of whom two only may be commissioners. In local cases these persons will usually act for plaintiff and defendant respectively, and when affidavits are required to be made, as a solicitor cannot administer an oath to his own client, they have to be sworn before the solicitor for the opposing party. The premature disclosure to the other side of the evidence to be given against the client of the commissioner might be of the greatest disadvantage in many cases." In defence of this practice, solicitors may, as we pointed out last week, cite the practice of officials of the Central Office; the provision of the Rules of the Supreme Court, which by expressly requiring the reading of affidavits in the case of blind or illiterate persons, impliedly negatives it in other cases, and lastly the fact that the fee prescribed is preposterously inadequate for the labour which would be involved if Mr. Justice KAY'S suggestion were to be adopted.

IT IS UNFORTUNATE that the decision of the House of Lords last Monday in *The Midland Railway Co.* v. *Robinson*, on the meaning of the word "mines," did not precede their recent decision in *Provost of Glasgow* v. *Farie* (37 W. R. 627) on the meaning of the phrase "mines of minerals." In the latter case it was still an open question whether mines included surface works, and this circumstance contributed to the curious variety of reasons assigned for the decision, upon which we have already commented (33 SOLICITORS' JOURNAL, 742). The point there to be considered was, whether clay to be got by surface working was included in the reservation of "mines of coal, ironstone, slate, or other minerals" in section 18 of the Waterworks Clauses Act, 1847 (10 & 11 Vict. c. 17). The Lord Chancellor and Lord WATSON thought that clay could not be a mineral at all within the meaning of these words, and therefore it was not necessary to discuss what a mine might be, although Lord WATSON was of opinion that it was to be taken in a wide sense. But with Lord HERSCHELL and Lord MACNAGHTEN it was different. The former thought that clay was a mineral, and therefore he had to determine whether surface working of it would constitute a mine. Answering this in the affirmative, he held that the clay was an excepted mineral, and consequently dissented from the judgment of the House. Lord MACNAGHTEN, on the contrary, based his decision on the principle that mines involve underground working, and hence, whatever minerals might be, clay in the case before him could be brought within the reservation. The result, therefore, was too much complicated with doubts as to the meaning of "mines" to be of great value on the question of the meaning of "minerals." But on the present occasion the interpretation of "mines" was directly considered, and several recent decisions of lower courts were affirmed (see 33 SOLICITORS' JOURNAL, 742). Lord HERSCHELL and Lord MACNAGHTEN both stuck to their guns, and the decision really rested with Lord WATSON, but as he now affirmed the opinion in favour of surface mines, which had been merely an *obiter dictum* in his previous judgment, he joined Lord HERSCHELL, and so made a majority on that side. But, at the same time, he appears to have been hardly consistent with himself. In *Provost of Glasgow* v. *Farie* he

thought that clay could not be intended to be reserved as a mineral, because it constituted the very surface of the land which had been already paid for. But if this is so as to clay, very similar reasons should be applicable to the ironstone and limestone which, in the present case, it was proposed to get by open quarrying along more than a mile of railway. It is clear, however, that the word "mines" must now be taken to include both underground and surface workings, but when the meaning of "minerals" next comes to be discussed, the order in which these decisions have occurred is likely to cause no little confusion.

We took occasion, a fortnight ago, to draw attention to the unguarded expressions which a divisional court of the Queen's Bench Division were reported to have used in *Schwartz* v. *Locket* (*ante*, p. 80), which seemed to convey the notion that in the case of a tenancy from year to year there is no implied covenant for quiet enjoyment. We pointed out that a contract for quiet enjoyment is implied by law on a parol tenancy, but that there is an exception to this rule in the case where the landlord is himself a lessee, in which case the implied contract is limited to the duration of his own lease, and we sought to reconcile the decision of the Queen's Bench Division by bringing the case within this exception. A correspondent maintains that this exception exists only in cases where the intending tenant has notice of the extent or possible duration of the landlord's interest. That would be a very reasonable doctrine, but we do not think that it is laid down by the two cases we cited. In the course of the argument in *Penfold* v. *Abbott* (11 W. R. 169) counsel said there was an implied agreement on a demise by parol for quiet enjoyment, but was met at once by Mr. Justice Blackburn with the remark, "but limited only to the duration of the lessor's interest." And Mr. Justice Wightman said, "The effect of the implied agreement is that the tenant shall quietly enjoy *so long as the landlord can enable him to do so*. There is no averment that the defendant [the landlord] represented that he had a longer term, and there is an averment that the plaintiff knew he was only a termor; *but there is no averment that he had notice when the defendant's term would end*." No reference to notice is contained in the judgment of the court, which says that "the implied agreement for quiet enjoyment was only during the continuance of the lessor's interest, and ceased when it was determined. If the tenant desired to secure himself further, he should have taken an express stipulation for quiet enjoyment during the continuance of his own term or tenancy." We think that the Queen's Bench Division in the recent case rightly understood this decision as applying whether the intending tenant had or had not notice of the limited nature of the landlord's interest. It may be said that the tenant does not suffer hardship, since he ought to have protected himself by taking an express contract for quiet enjoyment during his tenancy. But we agree with our correspondent that, considering the numerous cases of parol letting which occur, the doctrine now affirmed by the Queen's Bench Division is unreasonable and inconvenient, and ought to be altered by legislation.

Our readers will find in another column an opinion given by the Attorney-General and two other counsel on the question of hearing *in camerâ*, which is in accordance with the view we expressed, *ante*, p. 41, where the subject will be found fully discussed.

THE POSITION OF A SURETY FOR A MORTGAGE DEBT IN REFERENCE TO THE REAL PROPERTY LIMITATION ACT, 1874.

In *Re Frisby*, *Allison* v. *Frisby* (38 W. R. 65), the Court of Appeal was divided in opinion as to whether the bar of section 8 of the Real Property Limitation Act, 1874, can be taken advantage of by persons other than the mortgagor. That section specifies twelve years as the limit within which an action must be brought to recover "*any sum of money secured by any mortgage*," and a preliminary question that arises is, whether it applies only to the mortgagee's remedies against the land, or whether it bars equally his remedy against the mortgagor personally on his covenant. The ordinary limitation for an action on a covenant is, of course, under 3 & 4 Will. 4, c. 42, s. 3, twenty years, and the Act of 1874, in reducing the period for mortgagees to twelve years, does not profess to interfere with this. Formerly there was much difficulty felt in dealing with the corresponding discrepancy between the above limitation as to covenants and the bar of six years, imposed by section 42 of the Statute of Limitation of 1833 (3 & 4 Will. 4, c. 27), upon the recovery of arrears in respect of money charged upon land, and ultimately it was decided by Lord Cottenham, C., in *Hunter* v. *Nockolds* (1 Mac. & G. 640), that effect was to be given to both statutes. Thus, as against the estate on which an annuity or mortgage was charged, no more than six years' arrears could be recovered, but this did not interfere with the recovery of twenty years' arrears of the annuity or of interest on the mortgage in an action brought upon the covenant. With regard, however, to the construction of section 8 of the Real Property Limitation Act, 1874, a new departure was taken by the Court of Appeal in *Sutton* v. *Sutton* (31 W. R. 369, 22 Ch. D. 511), and the late Master of the Rolls insisted upon the literal meaning of the words "sum of money secured by mortgage." The limitation upon any action brought to recover this is defined solely by these words, and whether the mortgagee proceeds against the land, or personally against the mortgagor, he is equally seeking to recover a sum of money secured by mortgage. This decision was followed by Fry, J., and perhaps carried further, in *Fearnside* v. *Flint* (31 W. R. 318, 22 Ch. D. 579), where the mortgagor had given a bond as collateral security for the mortgage debt. It was held that, under the section in question, the remedy on the bond was barred by the lapse of twelve years from the last payment of interest or acknowledgment of the debt, equally with the remedy against the land comprised in the mortgage. This was upon the ground that no distinction could be drawn between a covenant contained in a mortgage deed and a collateral bond given at the same time as the mortgage, and the reasoning was approved by Bowen, L.J., in *Re Powers* (*infra*), where he said that to hold otherwise would be to give an instrument a different effect on account of its not being on the same sheet of paper.

Turning now to the case of a surety for the mortgage debt, it appears at first sight that any proceeding taken by the mortgagee against him must necessarily be an action to recover the sum secured by the mortgage, but this view did not commend itself to the Court of Appeal in *Re Powers*, *Lindsell* v. *Phillips* (30 Ch. D. 291). There a mortgage was created to secure the sum of £1,000, and two sureties entered into a bond for the payment of £200, part of that amount. The bond was conditioned to be void if the mortgagor paid the mortgage-money and interest according to his covenant. In the judgments that were delivered it was objected that the debts created by the mortgage and by the bond were different, and that it could not here be said that the money secured by the bond was identical with the money secured by the mortgage. In confirmation of this view Bowen, L.J., pointed out that an action on the bond, so far from being an action to recover money charged on the land, was really an action to recover damages from the surety because the mortgagor would not pay. The distinction appears somewhat artificial, as, whatever may be the technical effect of the bond, it is in substance a further security for the payment of the money already charged upon the land, and the same judge, as we have just seen, had already protested against allowing matters of form to interfere with the substance of the transaction.

In the recent case of *Allison* v. *Frisby* the liability of the surety in connection with the mortgage arose in a more direct manner, and the above reasoning would not be applicable. The mortgagor had covenanted to surrender copyhold property to the mortgagee to secure £800, and the deed also contained a covenant by which the mortgagor and another person, as surety for him, jointly and severally bound themselves for the mortgage debt. Payments of interest were made by the mortgagor within twelve years of action brought, but nothing in the way of payment or acknowledgment was ever done by the surety, and it was contended that the remedy against him was barred by section 8 of the statute of 1874. In the result it was held that, in any event, the payments by the mortgagor kept the debt alive against the surety, and it, therefore, became unnecessary to decide the question upon the statute. It may be noticed that the saving in favour of co-contractors and co-debtors given by section 14 of the Mercantile Law Amendment Act, 1856, under which one co-contractor or co-debtor is not prejudiced by payments made by

another, is confined to the enactments therein referred to—viz., 21 Jac. 1, c. 16, s. 3; 3 & 4 Will. 4, c. 42, s. 3; and 16 & 17 Vict. c. 113, s. 20—and, therefore, could not here be relied upon. But, though this was unanimously adopted as a sufficient ground for the decision, both COTTON and BOWEN, L.JJ., expressed their opinions on the general question whether section 8 was to be restricted to actions brought against the person who has given the security. The latter was in favour of the restriction, but did not enter into his reasons for so thinking. Lord Justice COTTON, who took the other side, was more explicit, and seems to have recurred to the literal rendering of the words adopted by Jessel, M.R., in *Sutton* v. *Sutton*. The covenant was clearly made with reference to a sum of money secured by mortgage, and, whether the action on it was brought against the mortgagor or the surety, this fact would remain unaltered. Moreover, section 8 says nothing about the person against whom the action is to be brought, but, as we have seen, imposes a general limitation upon actions brought to recover money defined in a particular way—viz., money secured by the mortgage. There being thus no limitation in respect of the person sued, COTTON, L.J., did not see how any such restriction could now be introduced. This seems to be reasonably clear, and the conclusion is assisted by the general consideration, which he also noticed, that it would be unreasonable to hold that the benefit of the statute is confined to the mortgagor, when another person has made himself liable for the debt.

If this should be the view ultimately taken of the meaning of the section, it will probably necessitate a review of the decision in *Re Powers* (*suprà*). It has already been settled, as we have seen, in *Fearnside* v. *Flint* (*suprà*) that the mortgagor's liability on a collateral bond is barred equally with the mortgage, on the ground that the bond amounts to no more than a covenant in the mortgage. On the same principle the bond in *Re Powers* would appear not to differ substantially from the covenant in *Allison* v. *Frisby*, and if it should be established that the surety is entitled to the benefit of the statute under circumstances similar to those of the latter case, the benefit ought apparently to be made general and to include the former. In both cases the sum secured is really the mortgage money, and differences in the manner in which the sureties are bound do not alter this essential fact.

THE RESPONSIBILITY OF EMPLOYERS TOWARDS WORKMEN IN RESPECT OF DEFECTS IN MACHINERY AND PLANT.

WE have in a previous article endeavoured to shew that the solution of such questions as were raised in the cases of *Thomas* v. *Quartermaine* (35 W. R. 555, 18 Q. B. D. 685) and *Yarmouth* v. *France* (36 W. R. 281, 19 Q. B. D. 647) must mainly depend on the view taken of the true meaning and effect of the Employers' Liability Act with regard to injuries occasioned by defective machinery and plant. Having regard to the eminence of the judges who have arrived at diverse conclusions on the subject, it would argue great hardihood to pronounce a confident opinion as to the true construction of the Act in this respect. The truth is, as we have already said, that the Act is, in some respects, obscurely worded. There are indications, we think, that the Legislature itself had not the clearest possible idea what it exactly meant in some of its provisions, and therefore it is not very wonderful that different minds should take different views of the meaning of such provisions. We propose, however, briefly to discuss certain considerations which arise in relation to the construction of the Act.

The question in the class of cases to which we refer turns upon the 1st sub-section of section 1, which, in substance, provides that, where personal injury is caused to a workman by reason of any defect in the condition of the ways, works, machinery, or plant connected with or used in the business of the employer, the workman, or his legal personal representatives, as the case may be, shall have the same right of compensation and remedies against the employer "as if the workman had not been a workman of, nor in the service of, the employer, nor engaged in his work." Now these latter words, which we have placed between inverted commas, apply to all the sub-sections of the section in common, but they seem to us clearer and more easy of application with regard to some of the other sub-sections than to the 1st. It has been pointed out by BOWEN, L.J., that the words do not purport to create a duty in cases where, at common law, apart from any doctrine peculiar to the law of master and servant, there would have been no duty, but only to remove a limitation peculiar to the case of a servant. Where a workman, but for the doctrines peculiar to the law of master and servant, could, on the ordinary common law principle, *respondeat superior*, clearly have recovered against the master for the negligence of his fellow-servant, the words are capable of easy application. There are many cases that might be given as illustrations, in which there clearly would be a breach of duty by a servant, for which a master would be responsible to a servant injured thereby, if it were not for the doctrine of the common law with regard to negligence of a fellow-servant. For instance, suppose a foreman, having superintendence of the operation of hoisting up a heavy piece of machinery or goods on his employer's premises, negligently omits to have it properly secured, so that it falls on and injures a workman passing below who is engaged in the same employment: there does not seem to be much difficulty in saying that a person, engaged in hoisting a heavy article in such a position as that, if it is carelessly dealt with, damage will be likely to result to some person below, has a duty towards any person lawfully on the premises who may be below, for the breach of which the master would have been responsible to a servant on the common law principle, *respondeat superior*, but for the doctrine peculiar to the case of a servant by which the master is not responsible for the negligence of a fellow-servant because the servant impliedly undertakes the risks incidental to the employment; and, therefore, that under the words of the Act the master in such a case will be responsible, because they take away the exceptional position of the servant in this respect so far as workmen are concerned.

But the effect of the same words when applied to defects in machinery or plant is not quite so clear. Where injury happens through such defect, the case is not like that supposed above, where the injury is the direct and immediate result of some act of negligence by a fellow-servant. The injury arises proximately through the state of the machinery or plant; and, assuming that there is nothing in the nature of a trap, and that the nature and possible consequences of the defect are as well known to, and as capable of being appreciated by, one party as the other, it does not seem to us that at common law there would be any duty imposed on the employer in respect of such defect towards a licensee or any other member of the public lawfully on the employer's premises or using the machinery or plant as a volunteer, any more than to a servant of such employer. It is clear that there is no duty on a man in the abstract towards the world at large to have his premises or machinery in any particular state; the existence of such a duty must depend on some relation between the particular parties. That being so, it would seem to be a somewhat clumsy and obscure kind of legislation, in relation to cases of this kind, to say that a man shall not be considered to be a servant without saying in what position he shall be considered to be. If it be true that there would at common law be no responsibility on the master, in respect of open and palpable defects of machinery and plant, the nature and consequences of which are capable of being adequately appreciated by the servant, towards a servant who voluntarily uses them, knowing of such defects, quite apart from the existence of any doctrine peculiar to the case of a servant, then it is obvious that to make the sub-section applicable to such a case is to give it an application entirely different from that which it has with regard to cases where, but for the special doctrines relating to servants, there would have been, on the general principles of common law, a right of action against the master. To give it such an application, it would be necessary to construe it as creating a responsibility towards a servant, which at common law would not have existed, even if the peculiar doctrine of the law as to servants had never been developed.

The question, therefore, as it seems to us, must be whether from the terms of the Act an intention to create such a responsibility can be implied, though its terms do not expressly purport to create it. It seems to us very possible, and even probable, that the sub-section may have in fact been framed upon some idea that, apart from the peculiar doctrine as to the servant's impliedly undertaking the risks of the service, there would have been, on common law principles, such a responsibility; and, if the sub-section could have no application except upon the assumption that that would have been so, an argument might arise that by necessary implica-

tion the Legislature had created such a responsibility. But the difficulty in the way of such an argument seems to us to be that the words appear capable of having an application analogous to that which they have in relation to the other sub-sections without any such assumption.

We venture to think that there would be many cases where, but for the doctrines peculiar to the case of master and servant, on the common law principle, *respondeat superior*, there would have been a responsibility on the master for injuries occasioned to a servant by defects of machinery or plant arising from negligence. For instance, suppose there were a defect in machinery or plant occurring through the negligence of a fellow-servant having superintendence of the machinery or plant, which was not open or palpable to the servant, or the nature or consequences of which the servant was not adequately capable of estimating, then, but for the doctrine that the servant undertook the risk arising from negligence of his fellow-servant, we suppose that in that case the master would, on the principle *respondeat superior*, be responsible. In such a case the words of the Act might have an application to sub-section 1 exactly analogous to the application which they have to other sub-sections—that is to say, they would merely remove a limitation of the ordinary operation of the common law peculiar to the case of a servant.

Those who contend for the proposition that the Act has created a general responsibility towards workmen as such in respect of defects in machinery and plant arising from the negligence either of the master or anyone employed by him to superintend such machinery and plant, rely very much on the terms of the 2nd section, and particularly of the 3rd sub-section of that section, which in terms contemplates cases where the workman may recover though he knew of the defect. We must admit that there seems to us to be considerable force in that argument; and we cannot help thinking that it gives more strength to the suspicion that in fact the Legislature did suppose that, but for the doctrine peculiar to the case of the servant, there would have been such a general responsibility as is suggested. The answer which appears to be made to it is that there are cases of statutory obligations with regard to machinery and plant such as the obligation to fence, in which clearly knowledge on the part of the party injured would not necessarily absolve the master from performance of the duty: and again there may be other cases where the party injured does know of the defect in one sense, but the true nature of it or of the risk consequent thereon is not capable of being adequately appreciated by him, but can be appreciated by the master or servant superintending, and therefore the mere knowledge of the party injured would not necessarily absolve the master: and that the sub-section is merely laying down what in such cases shall be a limitation on the master's responsibility.

We must admit to a sort of half-defined feeling that that suggestion is hardly an adequate explanation how the sub-section came to be inserted by the Legislature in point of fact. It seems to us perhaps more likely, as a matter of fact, that the Legislature contemplated a general responsibility of employers in respect of defects in machinery and plant towards workmen. But frequently what one may suspect to have been really in the minds of the Legislature is not the legitimate test of the legal construction of an Act. It has been pointed out that the 2nd section only purports to be a limitation of the terms of the 1st section, and therefore cannot legitimately be used to extend their natural import. It seems to us to be very difficult to prognosticate what construction may ultimately be placed on the Act if the question comes before the House of Lords. Possibly the Legislature may intervene and deal with the point in express terms.

NEW ORDERS, &c.

RULES OF THE SUPREME COURT, DECEMBER, 1889.

Order XXXVI., Rule 10.

1. Order XXXVI., Rule 10, is hereby repealed.

Order XXXVI., Rule 52*a*.

2. Rules 49 to 52 of Order XXXVI. shall apply where any cause or matter or any question or issue of fact is referred to an official referee.

Order XXXVI., Rule 55*a*.

3. The words "under section 13 of the Arbitration Act, 1889," are substituted for the words "under the fifty-sixth section of the principal Act," in Order XXXVI., Rules 54 and 55.

Order XXXVI., Rule 55*b*.

4. Where the whole of any cause or matter is referred to an official referee under an order of Court, he may, subject to any directions in the order, exercise the same discretion as to costs as the Court or a Judge could have exercised.

Order XXXVI., Rule 55*c*.

5. The provisions of Rules 48 to 55 of Order XXXVI. and of Rule 55*b* shall apply, where any cause or matter or any question or issue of fact therein is referred to an officer of the Court or to a special referee or arbitrator. Provided that where the arbitrator is appointed otherwise than by an order of the Court the provisions of Rule 48 as to sitting *de die in diem* shall not apply.

Order XL., Rule 6*a*.

6. Rules 2 and 6 of Order XL. shall apply to a reference to any officer of the Court or special referee or arbitrator under an order of the Court.

Order XLII., Rule 31*a*.

7. An award may with the leave of the Court or a Judge, and on such terms as may be just, be enforced at any time though the time for moving to set it aside has not elapsed.

Order LIV., Rule 12*a*.

8. A Master of the Supreme Court may exercise all the jurisdiction and powers conferred upon the Court or a Judge by the Arbitration Act, 1889.

Order LVII., Rule 16.

9. Where a claim is made to or in respect of any goods or chattels taken in execution under the process of the Court it shall be in writing, and upon the receipt of the claim the sheriff or his officer shall forthwith give notice thereof to the execution creditor according to Form 28 in Appendix B. or to the like effect, and the execution creditor shall, within four days after receiving the notice, give notice to the sheriff or his officer that he admits or disputes the claim, according to Form 29 in Appendix B. or to the like effect. If the execution creditor admits the title of the claimant, and gives notice as directed by this Rule, he shall only be liable to such sheriff or officer for any fees and expenses incurred prior to the receipt of the notice admitting the claim.

Order LVII., Rule 17.

10. Where the execution creditor does not in due time, as directed by the last preceding Rule, admit or dispute the title of the claimant to the goods or chattels, and the claimant does not withdraw his claim thereto by notice in writing to the sheriff or his officer, the sheriff may apply for an Interpleader summons to be issued, and should the claimant withdraw his claim by notice in writing to the sheriff or his officer, or the execution creditor in like manner serve an admission of the title of the claimant prior to the return day of such summons, and at the same time give notice of such admission to the claimant, the Judge or Master may, in and for the purposes of the Interpleader proceedings, make all such orders as to costs, fees, charges, and expenses, as may be just and reasonable.

Order LXI., Rule 15*a*.

11. In Rule 15 of Order LXI. the words "and no order to make a submission to arbitration or an award and order of the Court," and the words "submission to arbitration or award" are repealed.

Order LXIV., Rule 14*a*.

12. Where the time for making an award is enlarged, the enlargement shall be deemed to be for one month unless a different time is specified in the order.

13. These Rules shall come into operation on the 1st of January 1890, and may be cited as the Rules of the Supreme Court, December 1889, or may be cited according to the heading thereof, with reference to the Rules of the Supreme Court 1883.

APPENDIX.

[NOTE.—Forms 1 and 2 are in substitution for Forms 32 and 33 in Appendix K., and Forms 3 and 4 are in addition to the Forms in Appendix B.]

FORM 1.

APPENDIX K. No. 32.

[Heading as in Form 1 of Appendix K.]

Upon hearing and upon reading the affidavit of , filed the day of 18 , and : It is ordered that the following question arising in this action, namely, , be referred for inquiry and report to , under section 13 of the Arbitration Act, 1889, and that the costs of this application be .

Dated the day of 189 .

FORM 2.

APPENDIX K. No. 33.

[Heading as in Form 1 of Appendix K.]

Upon hearing and upon reading the affidavit of , filed the day of 18 , and : It is ordered that the cause (or matter, or the [state whether all or some, and if so which, of the questions are to be tried] in this cause or matter) be tried by , who shall have all the powers as to certifying and amending of a Judge of the High Court of Justice, and shall make his report of and concerning the matters ordered to be tried as aforesaid pursuant to the Statute [or direct judgment to be entered and otherwise deal with the whole action pursuant to Order XXXVI., Rule 50]: And it is further ordered that the said may, if he think fit, examine the parties to this action, and their respective witnesses, upon oath or affirmation, and that the said parties shall produce before the said all books, deeds, papers, and writings in their or either of their custody or power relating to the matters so ordered to be tried: And it is further ordered that neither the plaintiff nor the defendant shall bring or prosecute any action against the said or against each other, of or concerning the matters so ordered to be tried, and that if either party by affected delay or otherwise wilfully prevent the said from making his report, he or they shall pay such costs to the other as the Court or a Judge may think reasonable and just: And it is further ordered that, in the event of the said declining to act, or dying before he has made this report, the said parties may, or, if they cannot agree, one of the Judges of the High Court may, upon application by either party, appoint a new : And it is ordered that the costs of this application be

Dated the day of 189 .

FORM 3.

APPENDIX B. No. 28.

NOTICE of CLAIM to GOODS taken in EXECUTION.

Take notice that A.B. has claimed the goods (or certain goods) (where only certain goods are claimed here enumerate them) taken in execution by the sheriff of under the warrant of execution issued in this action. You are hereby required to admit or dispute the title of the said A.B. to the said goods and give notice thereof in writing to the said sheriff within four days from the receipt of this notice, failing which the said sheriff may issue an Interpleader summons. If you admit the title of the said A.B. to the said goods and give notice thereof in manner aforesaid to the said sheriff you will only be liable for any fees and expenses incurred prior to the receipt of the notice admitting the claim.

Dated &c.

To the plaintiff.

Sheriff of

FORM 4.

APPENDIX B. No. 29.

NOTICE OF PLAINTIFF OF ADMISSION *or Dispute* OF TITLE OF CLAIMANT.

Take notice that I admit (or dispute) the title of A.B. to the goods [or to certain of the goods, namely (set them out)] seized by you under the execution issued under the judgment in this action.

Plaintiff
or
Solicitor.

To the sheriff of
and his officers.

LEGISLATION OF THE YEAR.

PROTECTION OF CHILDREN FROM CRUELTY.

(PREVENTION OF CRUELTY TO, AND PROTECTION OF, CHILDREN ACT, 1889 (52 & 53 VICT. c. 44).)

I.—*Offences under the Act, and their Punishment* (continued).—We adverted last week in general terms to the provisions of the Act which define the offence of cruelty to children and the punishment provided for it, but section 1 involves various matters which are likely to give rise to discussion. In the first place the offence can only be committed by a person over the age of sixteen, and apparently it will be for the prosecution to prove the age strictly. As regards children against whom offences are committed, it is provided by section 9 that the opinion formed by the court as to age is to be taken to be correct till the contrary is proved, but there is no corresponding provision as to the age of the prisoner. Where it is quite clear that he is over sixteen, probably the court will take judicial notice of the fact, but in doubtful cases it may be difficult to procure the necessary evidence. It is important, too, to notice that the Act is not aimed at cruelty to children in general, but only when it results from the conduct of those who have the "custody, control, or charge" of them. In spite of the comprehensive nature of those words a question has already been raised as to whether two persons can at the same time be in this position. The proviso at the end of section 5 (1) expressly contemplates that during the parent's lifetime some other person may have the custody, control, or charge, and about this there could hardly be any doubt. But the point is arguable whether the charge of a parent is in suspense during the custody of a schoolmaster or of a nurse. It may be noted that in *R.* v. *White* (1 C. C. R. 311) a father was held to have charge of a child by reason of his legal liability to maintain it, and in the same manner his liability under the Act probably continues, although the child may have been intrusted to someone else. Moreover in *Reg.* v. *Bubb* and *Reg.* v. *Hook* (4 Cox, 455), where Hook was the father of the child, and Bubb an aunt who had the actual charge of it, indictments were preferred against both prisoners as having the child under their care and control. There seems, therefore, no reason to limit the operation of the Act to one person at a time, and probably all persons who can be said in any reasonable sense to be concerned in the custody, control, or charge may be brought within it.

The words *ill-treat*, *neglect*, *abandon*, or *expose*, which define the nature of the offence, are of very general import, but are, of course, qualified by the requirement that the result must be likely to cause unnecessary suffering or injury to health. As to ill-treatment, that is a positive form of cruelty which should not cause much trouble, though, to avoid differences of opinion as to the necessity of corporal punishment, to which the words "unnecessary suffering" might give rise, the Act provides, by section 14, for the retention of the right to administer this. The manner in which it may be exercised was described by Cockburn, C.J., in *Reg.* v. *Hopley* (2 F. & F. 202). The word "neglect" will perhaps be more difficult to deal with, and, as it has caused trouble in the past, it might have been well further to define it. It may be presumed, but is by no means clear, that it will not be necessary to prove that the prisoner had the means of supporting the child, though the reverse is the case with the corresponding common law misdemeanour: *Reg.* v. *Hogan* (2 Den. 277); and the effect of the word "wilful," as well as the silence of the Act on the point, may be, in case want of means is raised as a defence, to throw the burden of proving it on the prisoner. Probably it would then be necessary for him to prove, not only want of actual means, but also that he could not have procured relief. This, however, is only conjecture, and it assumes *Reg.* v. *Chandler* (Dears. 453) not to be applicable. It may be pointed out that the Act repeals section 37 of the Poor Law Amendment Act, 1868 (31 & 32 Vict. c. 122), which was aimed at neglect "to provide adequate food, clothing, medical aid, or lodging," and the present use of the word "neglect" without any qualification probably shews a design to extend rather than to restrict the meaning it there bore. Neglect, too, to provide medical attendance, which was a doubtful offence at common law—*Reg.* v. *Downes* (1 Q. B. D. 25)—should now be punishable as likely to cause injury to health. The words "abandon" and "expose" are taken from 24 & 25 Vict. c. 100, s. 27, and have been the subject of judicial decision in *Reg.* v. *Falkingham* (1 C. C. R. 222) and *Reg.* v. *White* (*supra*). In the former case they were held to apply where a child was carefully packed and sent by train to its father's abode, although no actual injury was shewn to have resulted; and in the latter a father was held guilty who, knowing that the child had been left outside his door, allowed it to remain there on an October night from 7 p.m. to 1 a.m. As pointed out above, his conviction was based on the fact that he was legally bound to provide for it.

So far we have rather been considering how slight the cruelty need be to make it an offence within the Act, but a grave question arises

when it is so serious as to cause death. In this case it is natural to assume that the Act would not be used, but that the prisoner would be indicted for manslaughter. We believe, indeed, that cases have already occurred in which magistrates have declined to allow a prosecution under the Act, as they considered that proceedings ought to be taken upon the more serious offence. The objection, of course, is that juries are very unwilling to return a verdict of manslaughter in such cases, especially in cases of neglect, unless the circumstances are of a very aggravated character, and a person, who would certainly have been convicted under this Act, may thus get off altogether, simply because his conduct has resulted in the child's death. It appears that in a recent case Mr. Bruce, the stipendiary magistrate at Leeds, first decided that the neglect was not gross enough to warrant a verdict of manslaughter, and then convicted under the statute on the ground that it was likely to cause injury to health; but in adopting this course he really took on himself the functions of the jury, and it cannot be regarded as satisfactory. An alternative plan would be to send up bills both for the felony and the misdemeanour, but had the attention of the framers of the Act been drawn to the point, they would probably have provided that on an indictment for manslaughter the jury might convict of the minor offence under the statute.

Section 1 thus provides against cruelty to children properly so called. Section 3 regards more their general welfare. Clause (*a*) is aimed at fraudulent begging, that is, at begging in the streets under the pretence of singing, selling, &c.; and the offence is committed by anyone who causes a boy under fourteen or a girl under sixteen to do this. Clause (*b*) forbids the employment of children of the same age in singing, playing, performing for profit, or selling in any street or premises where liquor is sold between the hours of 10 p.m. and 5 a.m.; but so far places of public entertainment are not affected. They are included, however, in clause (*c*), which forbids altogether the employment of children under ten years of age for the above purposes. The punishment for an offence under any of the three clauses is to be inflicted by a court of summary jurisdiction, and is the same as before a similar court under section 1—viz., either together or in the alternative, a fine not exceeding £25, and imprisonment with or without hard labour for a term not exceeding three months. As to clause (*b*) it is provided that the local authority may from time to time make bye-laws to extend or restrict the hours named therein, but the most important qualification relates to the employment of children in theatres and other places of public amusement. For this purpose licences may be granted by petty sessional courts in the case of children over seven years of age, but the conditions upon which this can be done should be carefully noted. They may be said to be three. One regards the duties of the employer, and it must be shewn that he has made proper provision to secure the health and kind treatment of the children. Another regards the particular child in respect of whom the application is made, and the court must be satisfied that he is fit to take part in the proposed entertainment without injury, but whether to mind, or body, or both does not expressly appear. Moreover, in addition to these matters the court itself has to exercise a discretion as to the time and hours of the day when the licence is to operate, and also as to the special conditions and restrictions upon which it is to be granted. It is clear that magistrates who consider conscientiously all these matters will have no very easy task before them, and it might be reasonably said that they are more suitable for a committee of the local authority than for judicial officers. One thing at any rate is quite clear—viz., that the licence must be granted in the case of each individual child and after considering his special capacity, and it cannot, as some magistrates appear to have assumed, be granted generally to a manager who desires to employ children. By a further proviso, a Secretary of State may impose upon a factory inspector the additional duty of seeing that the conditions and restrictions subject to which licences are granted are duly complied with.

Section 4 provides for the immediate arrest of offenders, and also for the temporary protection of the child. By the first part of sub-section (1) a constable may arrest without warrant in cases where he sees an offence committed and cannot ascertain the name and residence of the offender; and under sub-section (2) the officer in charge of the station to which the offender is taken may release him on suitable bail being given. As to the child, the second part of sub-section (1) provides for its being taken to a place of safety (subsequently defined as a workhouse or any place certified for the purpose by the local authority), and there detained till it can be brought before a court of summary jurisdiction; when this is done the court has apparently full discretion to deal with the child as it thinks fit until the charge against the accused person has been heard. It will be observed that this procedure attains the double object of affording temporary protection to the child and also of securing that its evidence shall not be tampered with.

An important power is given by section 6 similar to the power of search contained in section 10 of the Criminal Law Amendment Act, 1885. The provisions of the section are somewhat long, but, speaking generally, wherever information on oath is given before two magistrates that there is reasonable cause to suspect that an offence under section 1 of the Act is being committed, they may issue a search warrant, and, if the suspicion turns out to be correct, the child may be removed and dealt with in the same manner as under section 4. In cases of urgency, moreover, the warrant may be issued by one magistrate only. As elsewhere in the Act, the operation of this provision will depend a good deal upon individual discretion, but that appears necessary in order to secure efficiency. Under sub-section (3) the search warrant carries with it a power of entry into any building, if need be, by force. This is explained by the following sub-section, which says the warrant is to be addressed to a police officer, though, in executing it, he may be accompanied by the person making the information (unless the magistrates forbid) and by a doctor.

In pursuance of the same principle of securing the efficiency of the Act, and for that purpose incorporating reforms which the general criminal law still lacks, sections 7 and 8 make provisions with regard to evidence similar to those contained in the Act last referred to. Under the former the person accused, and his or her wife or husband, are competent but not compellable to give evidence, while the latter repeats with but slight variation the portion of section 4 of that statute relating to the evidence of children of tender years. Section 10 allows an appeal to quarter sessions against a conviction by a court of summary jurisdiction; section 11 provides that in trials by indictment the expenses of the prosecution may be defrayed as in cases of felony, power being also given by section 12 to guardians of a union to charge the costs of proceedings they have directed to be taken on the funds under their control; and section 15 prevents the possibility of offenders being punished twice for the same offence.

SITTINGS IN CAMERA.

We have received for publication the following copy of questions submitted by Messrs. Geare, Son, & Pease, by the instructions of Mr. Charles Gould, for the opinion of the Attorney-General, Mr. Kenelm Digby, and Mr. Cyril Dodd, and of their opinion.

Questions.

(1.) Is there any precedent for the exclusion (1) of the members of the bar, or (2) of the general public, from being present in court at the trial in question, and had the learned judge, under the circumstances hereinbefore mentioned, any jurisdiction to exclude either the bar or the public from attending the trial?

(2.) Are there any proceedings by which the validity of the learned judge's order under which Mr. Gould was compelled to leave the court can be questioned, and, if so, what are such proceedings?

Answers.

(1.) We know of no precedent for the exclusion of the members of the bar or the general public from the hearing in court of an action such as the one in question, and we are of opinion that, as the law now stands, under the circumstances of the case as stated by the learned counsel for the plaintiff and defendant respectively, the learned judge was not legally justified in excluding the general public or Mr. Charles Gould. In our opinion, the members of the bar, when not engaged in the business before the court, have not, in point of law, any higher right to be present at trials than the general public.

(2.) We are of opinion that the order of the learned judge under which Mr. Gould was excluded from the court cannot be questioned by action in the courts or by any similar legal proceeding. A judge of the High Court cannot, in our judgment, be sued in the courts for words spoken or acts done in the course of his judicial functions, and the officials who carry out the orders of a judge, given in the apparent exercise of his functions, have, in our opinion, a similar immunity. No fine was imposed upon Mr. Gould, consequently he is unable, by legal proceedings questioning the punishment inflicted, to question indirectly the order of which he complains.

(3.) We desire to point out that the exclusion of a particular portion of the public, such as women and children, from trials in which evidence of an indecent character, difficult to bring out in detail before them, is to be given, rests upon long usage and upon principles which in no way affect, in our opinion, the present case, and that we entertain no doubt of the legality of that practice or of the power of a judge to decide for himself as to its application.

(Signed) Richard E. Webster,
Kenelm E. Digby,
Cyril Dodd.

Temple, Dec. 9.

I desire to add to the above opinion that if in any case the presiding judge should be satisfied that the bringing out of the facts of a case would be so detrimental to public morality as to make it a matter of serious difficulty for the truth to be ascertained, and there-

by prevent justice being done, in my opinion, in such a special case, he might be justified in excluding the public, but no such reason was suggested in the present instance.

(Signed) RICHARD E. WEBSTER.

CORRESPONDENCE.

SECTION 14 OF THE CONVEYANCING ACT, 1881.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A new form of torture seems to have been invented by landlords, and I shall be glad to know if any of your correspondents have similar experience.

The case is this:—A block of houses was inspected by the order of the ground landlord—there were a considerable number of houses. Shortly afterwards each lessee received the following printed notice:—"In pursuance of the provisions of the Conveyancing Acts, 1881 and 1882, as solicitors for and on behalf of the person now entitled to the lessor's interest in the lease under which you hold the premises, No.———, we hereby give you notice that you have committed a breach of the lessee's covenants contained in the said lease, whereby the lessee covenanted at his own expense to well and sufficiently repair, support, maintain, and keep the said premises, and all fixtures and additions thereto, in good and substantial repair and condition; and take notice that you are hereby required, within three months from the date hereof to well and substantially repair the said messuage, dwelling-house, and premises; *and further take notice that the said lessors hereby require you to pay £2 2s. as and by way of compensation and on account of the costs, charges, and expenses to which they have or may be put in consequence of the aforesaid breach of covenant on your part.*" (The italics are my own.)

You will observe the ingenious mode of attempting to obtain the expenses of the landlord's architect by reference to the Conveyancing Acts.

I need not say that the tenants, being most of them poor persons, have been thrown into great consternation by this attempt to get £2 2s. per house out of them, and it is possible that some of them may be sufficiently frightened to comply.

In the meantime, these are not days in which an attempt of this kind should be passed over, and I shall be glad to know whether any of your correspondents have met with a similar case, and generally to have their views upon the subject. C. T. ARNOLD.

20, Whitehall-place, London, S.W., Dec. 10.

THE DECISION IN *SCHWARTZ* v. *LOCKET*.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your editorial remarks on the case of *Schwartz* v. *Locket* you seek to reconcile that decision with the authorities. The decision itself was, as your report shews, that the covenant for quiet enjoyment implied by law on a tenancy from year to year, created by a lessor having a limited interest, ceases on the expiration of such limited interest. Now the two authorities cited in support of the decision merely establish that no such contract can be implied when the tenant has notice of the extent or possible duration of the landlord's interest. The proposition, if so qualified, is in accordance with common sense; but tenants will be surprised to learn that, while the law in general precludes them from inquiring into the landlord's title, it gives them no remedy if he creates a parol tenancy extending beyond the duration of his own term. The tenant, in practice, relies on his landlord's supposed acquaintance with his own title, and if it turns out that the landlord's term comes to an end during the tenancy, then the tenant is without a remedy, and that although, in reliance on his landlord's having the power to create the full tenancy bargained for, the tenant may have paid a premium and expended large sums on the improvement of the premises. I venture to submit that this judgment makes new law, and is not supported by the previous decisions.

In those decisions, as was pointed out in the course of the argument, there was in every case notice to the tenant of the limited nature of the landlord's title: in *Schwartz* v. *Locket* there was none. And the court did not, so far as I could judge, rely on *Penfold* v. *Abbott*, but rather on the general principle, put in the plainest terms by Mr. Justice Mathew in the course of the argument, that the proposition that a lessor's eviction by a superior landlord during a yearly letting gives any remedy to the tenant, is "absurd." In a commercial country, where tenants habitually rely on their landlord's taking no undue advantage, the effect of this decision, when it becomes known and is acted on, will be most disastrous.

A SOLICITOR WHO HEARD THE ARGUMENT.

[*See observations under head of "Current Topics."—ED. S. J.*]

CASES OF THE WEEK.

Court of Appeal.

TURNOCK *v.* SARTORIS—No. 2, 11th December.

ARBITRATION—STAY OF PROCEEDINGS—COMMON LAW PROCEDURE ACT, 1854, s. 11.

This was an appeal by the defendant from the refusal by North, J., of an application under section 11 of the Common Law Procedure Act, 1854, that all further proceedings in the action might be stayed pursuant to that section, in order that the matter in dispute might be referred to arbitration. In June, 1870, the defendant granted to the plaintiff a lease of a manufactory for a term of sixty years. The lease contained a covenant by the defendant with the plaintiff that the defendant would cause to be delivered into a certain reservoir such a quantity of water as would enable the defendant to furnish the manufactory with the necessary supply of water, not exceeding 110,000 gallons per diem, for the purpose of the business carried on there. The lease contained an agreement that, if any dispute should arise between the parties "touching these presents, or any clause, matter, or thing herein contained, or the construction hereof, or any matter in any way connected with these presents or the operation hereof, or the rights, duties, or liabilities of either party in connection with the premises," then and in every or any such case the matter in difference should be referred to two arbitrators, or their umpire, pursuant to the provisions of the Common Law Procedure Act, 1854. In 1884 the plaintiff brought an action against the defendant for breach of the above covenant, and in June, 1885, he recovered judgment for £5,000 damages. In November, 1885, an agreement was entered into between the plaintiff and the defendant, which contained a recital of the lease, and that there had been a failure on the part of the defendant to deliver to the plaintiff's works a supply of water in accordance with his covenant, and it was agreed that the defendant should forthwith make all necessary exertions to obtain the requisite easement for the purpose of laying a new line of pipes by the nearest available route from the reservoir to the works, and would within three months lay a new line of pipes. By the statement of claim in the present action, commenced in April, 1888, the plaintiff alleged that since the date of the agreement the defendant had not made any attempt to obtain, and had not obtained, the requisite easement for the purpose of laying a new line of pipes, though he could have done so, and that he had failed to provide the plaintiff with a necessary supply of water for the purpose of the works. The plaintiff claimed an inquiry as to the damage sustained by him "by reason of the matter aforesaid." North, J., held that the agreement of 1885 could not be read as part of the lease, and that the arbitration clause was not incorporated into the agreement. In his opinion the claim in the action was founded in part on the agreement, and, as that part of the claim was not included in the arbitration clause, he could not stay the proceedings as regarded part of the claim. On the appeal it was argued that no relief was claimed in respect of the agreement of 1885, and that, even if it was, the proceedings could be stayed as to one branch of the claim, leaving the action to go on as regarded the other.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., was of opinion that the agreement of 1885 could not be read as part of the lease. It imposed a fresh liability on the defendant, and modified the rights of the plaintiff. His lordship was of opinion that the action related to breaches of the agreement as well as to breaches of the covenant in the lease. The plaintiff's claim was for damages in respect of all the matters before-mentioned. The arbitration clause applied simply to questions arising under the lease, and not to disputes arising under the subsequent agreement. It would not be right to refer to arbitration a portion of the action, and then to sever the litigation into two parts. Even if the arbitration clause had included all the matters in dispute, his lordship thought that it would not be right to stay the proceedings, because there were questions arising on the construction of the lease which it would not be reasonable to send to arbitration.—COUNSEL, *Cracknthorpe*, Q.C., and *Sidney Woolf*; *Cozens-Hardy*, Q.C., and *H. Terrell*. SOLICITORS, *Oliver Green*; *Bridges, Sawtell, & Co.*

TOMLIN *v.* LUCE—No. 2, 10th December.

MORTGAGE — SALE — MISSTATEMENT IN PARTICULARS — COMPENSATION ALLOWED TO PURCHASER—LIABILITY OF MORTGAGEE TO MORTGAGOR.

This was an appeal from a decision of Kekewich, J. (33 SOLICITORS' JOURNAL, 415, 41 Ch. D. 573). The action was brought by a second mortgagee against first mortgagees for an account of all moneys received by them, or which but for their wilful neglect or default they might have received, in respect of a sale by the first mortgagees of the mortgaged property. In February, 1886, the defendants, acting under their statutory power of sale, caused the premises to be offered for sale by auction in several lots. The particulars of sale contained the following statement:—"All the roads on the property are constructed in the best possible manner, are kerbed and sewered, and there is perfect main drainage." This statement turned out to be in some respects erroneous, and the purchaser of some of the lots refused to complete without being allowed compensation. Ultimately a compromise was entered into, which the court held to be a prudent and proper compromise on the part of the vendors, that they should allow the purchaser a deduction by way of compensation of the sum of £895. The question was whether the defendants were to be allowed the amount of reduction in their account with the second mortgagee. Kekewich, J., held that the first mortgagees were liable to the second mortgagee for the misstatement, and that, as against the plaintiff, the value of the misstatement must be

taken to be £895, and consequently that in taking the account the first mortgagees must be charged with that amount.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision. They said that the property would not necessarily have realized at the sale as large a sum if the truth had been stated in the particulars as it did realize in fact under the erroneous particulars. In their lordships' opinion the first mortgagees were liable to account for the amount for which the estate would have sold for if it had been correctly described, and they must be treated, as against the second mortgagee, as if they had received that sum, if it was found to exceed what they had actually received for the property as the result of the compromise. Inquiries were directed to ascertain the amount for which the property would have sold if the particulars had stated the facts accurately.—COUNSEL, *Warmington*, Q.C., and *G. Harris Lea*; *Neville*, Q.C., and *C. Brown*. SOLICITORS, *Lane, Monro, & Soutter*; *F. J. Thairlwall*.

EDEVAIN *v.* **COHEN**—No. 2, 7th December.

PRACTICE—AMENDMENT OF PLEADINGS—LEAVE TO AMEND AT TRIAL—R. S. C., XIX., 4; XXVIII., 1.

This was an appeal from the refusal of North, J. (33 SOLICITORS' JOURNAL, 455, 42 Ch. D. 563), to give leave at the trial of the action to the defendants to amend their defences. The action was brought to recover damages for an alleged wrongful removal of furniture belonging to the plaintiff. By the evidence at the trial it appeared that the plaintiff had brought another action and had recovered judgment against some other persons (not defendants to the present action) who had been engaged with the present defendants in the removal of the furniture. After a good deal of evidence had been given, the defendants' counsel applied for leave to amend their defences by pleading that the cause of action had become merged in the former judgment against the joint tort feasors. The defendants had not pleaded this judgment. North, J., refused to allow the amendment. He was of opinion that the defendants had actual notice, or constructive notice through a solicitor, of the former judgment. He thought the plaintiff could not be put in the same position as if the proposed defence had been originally pleaded. If he allowed the amendment he must allow the plaintiff to new assign in respect of acts done since the former judgment, of which there was some evidence, and new evidence must be admitted, and the trial must be ordered to stand over. He thought this ought not to be done at the present stage. On the appeal it was argued that without any amendment the defence of the former judgment could be raised, because it was a defence of law. The amendment was also asked for in the alternative.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. They said that the proposed defence raised a question of fact, not merely a question of law, and it could not be raised without amendment. It was a mere technical point, and the judge had exercised his discretion. The application was made too late. It ought, at any rate, to have been made at the commencement of the trial.—COUNSEL, *Oswald*; *Cozens-Hardy*, Q.C., and *G. Henderson*. SOLICITORS, *Norden & Lazarus*; *Morris & Rickards*.

STUART *v.* **DIPLOCK BROTHERS**—No. 2, 11th December.

COVENANT IN RESTRAINT OF TRADE—CONSTRUCTION—PROHIBITION OF CARRYING ON PARTICULAR BUSINESS—OVERLAPPING BUSINESSES.

This was an appeal from a judgment of Kekewich, J., restraining the defendants from violating a covenant in partial restraint of trade. In 1879 Willicombe & Oakley granted to the late husband of the plaintiff a lease of a shop, numbered 10, Mount Pleasant, Tunbridge Wells, for twenty-one years. The lessors, who were also the owners of the adjoining houses, Nos. 9, 11, and 12, covenanted with the lessee that they would not "permit or suffer to be carried on in or upon the adjoining dwelling-houses and shops, known as Nos. 11 and 12, Mount Pleasant, the trade or business of ladies' outfitting, juvenile outfitting, or sale of baby linen, nor give their consent to such trades or business being carried on at or upon the shop No. 9, Mount Pleasant," which was then occupied by a wine merchant. The lessee carried on the business of ladies' outfitting, juvenile outfitting, and sale of baby linen down to his death in August, 1886, since which time the business had been carried on by the plaintiff, who was his executrix and universal legatee. Willicombe & Oakley afterwards sold their reversion in the leases of the shops to Andrews & Stone, and they, in September, 1885, entered into an agreement for the lease of No. 9, Mount Pleasant to the defendants, who, as it was admitted, took the premises with notice of the lessors' restrictive covenant in the lease of No. 10. In March, 1888, Andrews & Stone granted a lease of No. 9 to the defendants for twenty-one years, the lease containing a covenant by the defendants with the lessors not to carry on upon the premises the businesses of "ladies' underclothing (except vests and stockings, which the trade-term 'hosiery' includes), juvenile outfitting (except vests and stockings), or sale of baby linen, being the business carried on at the adjoining shop by Mrs. Stuart." The action was brought to restrain the defendants from carrying on at No. 9 the trades or businesses of ladies' outfitting, juvenile outfitting, or sale of baby linen. The defendants carried on at No. 9 the business of fancy drapers and hosiers, in the course of which they sold certain articles of ladies' underclothing, such as vests, drawers, and "combinations" made of merino, wool, cotton, or Anglo-Indian (a mixture of silk and cotton), but not of linen. The plaintiff contended that the sale of these articles by the defendants was a breach of the restrictive covenant in the lease granted in 1879 of No. 10, but the defendants alleged that these articles formed part of the regular stock-in-trade of a fancy draper or hosier, and urged that the sale of them in the ordinary course of such a business was not carrying on any of the businesses forbidden by the covenant. The only matter really in question was the business of a ladies' outfitter. Kekewich, J., held that the defendants had broken the restrictive covenant, because some of the articles which they sold in the course of their business were an essential part of the business of a ladies' outfitter, and he granted an injunction.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision. COTTON, L.J., said that the plaintiff sued the defendants on the ground that they took their lease with notice of a covenant entered into by their landlords, which she said prevented them from carrying on the business which they were carrying on. The covenant was that the landlords would not "consent" to the carrying on in the house occupied by the defendants of the business of a ladies' outfitter. It was an important question whether a covenant, which only bound the lessors not to "consent" to the carrying on of certain businesses in the house occupied by the defendants, could be enforced at all against the defendants on the principle of *Tulk* v. *Moxhay* (2 Phil. 774). Upon that point his lordship would not give any opinion, because it had not been seriously urged by the appellants. But their lordships were all of opinion that the defendants were not carrying on the business of a ladies' outfitter. The evidence shewed that the business of a ladies' outfitter was to sell all articles which ladies required for underclothing, though it seemed that ladies' outfitters also sold other articles, such as hats, caps, and handkerchiefs. The defendants were carrying on a hosiers' and drapers' business, and were also selling some of the articles which were sold by a ladies' outfitter. Kekewich, J., came to the conclusion that the business of a ladies' outfitter could not be successfully carried on without the sale of those articles, and that, therefore, the defendants were carrying on the business of a ladies' outfitter, and on this ground he granted the injunction. In his lordship's opinion, this test was erroneous. If it could be shewn that the sale of these particular articles substantially made up the business of a ladies' outfitter, the matter would be entirely different. Could it be said that anyone who was carrying on the business of making and selling stays and corsets was carrying on the business of a ladies' outfitter? As Bowen, L.J., had said during the argument, if a man sold a number of articles which a ladies' outfitter did not sell, and did not sell a number of articles which a ladies' outfitter did sell, though he sold some of them, could it be said that he was carrying on the business of a ladies' outfitter? The defendants were selling the articles in question in the ordinary course of their business as drapers; the question was whether they were carrying on the business of a ladies' outfitter. The covenant did not restrain them from selling any of the articles which were sold by ladies' outfitters. If there were a mere colourable omission of some of the articles it would be an entirely different matter. It was admitted that there was no evidence of anything of that kind. In his lordship's opinion, the evidence did not shew that the defendants were carrying on the business of a ladies' outfitter, though they were selling some of the articles sold by ladies' outfitters. BOWEN, L.J., said he would assume that of which he was by no means convinced, that the defendants had come under an obligation not to carry on the business of a ladies' outfitter. But that was not the same thing as an obligation not to carry on any part of the business. The business of a ladies' outfitter was one business; the business of a hosier was another and distinct business. The two businesses touched each other in the sale of some four common articles. A man did not become a ladies' outfitter by reason of his selling in the ordinary course of a wholly distinct business some of the articles which were sold by a ladies' outfitter. In his lordship's opinion, the obligation was not broken by taking an essential part of the business of a ladies' outfitter, if that part was also an essential part of the business which the defendants were *bonâ fide* carrying on, nor even by taking a substantial part of the former business, if that part was also a substantial part of another business which the defendants were not prohibited from carrying on. The case would be quite different if, under colour of carrying on the business of a hosier, the defendants were really carrying on the business of a ladies' outfitter. FRY, L.J., pointed out the distinction in the covenant by the lessors in the lease of 1879 between the houses Nos. 11 and 12 and the house No. 9. In the case of Nos. 11 and 12 the lessors covenanted not to permit certain businesses to be carried on; in the case of No. 9 they only covenanted not to consent to those businesses being carried on. He was not satisfied that the defendants could be restrained on the ground that they had notice of such a covenant. But, even if they could, he thought the plaintiff must fail. The covenant did not relate to any parts of the three businesses mentioned in it, nor did it refer to the sale of any particular articles. A covenant of this kind must not be stretched beyond the ordinary meaning of the words. The businesses of ladies' outfitters and hosiers overlapped as regarded the sale of some articles. If a hosier who sold those articles was therefore carrying on the business of a ladies' outfitter, the result would be that every hosier would be a ladies' outfitter, and every ladies' outfitter would be a hosier. The plaintiff had no cause of action.—COUNSEL, *Everitt*, Q.C., and *Dauney*; *Warmington*, Q.C., and *Chadwyck-Healey*. SOLICITORS, *E. Chester*; *Sole, Turner, & Knight*.

High Court—Chancery Division.

SAMPSON *v.* **ROYAL AQUARIUM AND SUMMER AND WINTER GARDEN SOCIETY (LIM.)**—Chitty, J., 6th December.

INJUNCTION—ADVERTISEMENTS OF PUBLIC PERFORMANCE.

In this case a motion was made by the plaintiff, an exhibitor of feats of personal strength, for an *interim* injunction restraining the defendants from continuing to advertise or represent that the plaintiff was still exhibiting at the Royal Aquarium after his engagement with the defendants had determined. The plaintiff complained that the defendants had omitted to call in the advertisements which they had issued announcing

his engagement with them. The defendants stated that they had used their best efforts to do so. It appeared that the advertisements had announced that the plaintiff was exclusively engaged at the Aquarium, but bore no date, and did not state the duration of the engagement.

CHITTY, J., said that the question was, whether it was the duty of a person who had authorized the issue of advertisements announcing the engagement of an exhibitor, which were true at the time when they were issued, to go to the additional expense of calling in the advertisements at the end of the engagement? He knew of no authority in favour of the creation of such an obligation. When the advertisements were issued they were issued once for all, and they were beyond the defendants' control, except so far as they chose to exercise any control for their own protection and to avoid any confusion or disappointment to the public which might otherwise arise and lead to disturbances and similar disagreeable incidents such as sometimes occurred when the public were disappointed by what they thought misleading announcements. The defendants had, as a matter of fact, done everything they could to cancel the advertisements, but they were under no legal obligation to cancel them. Moreover, not recalling the advertisements was not repeating the advertisements, or, in the language of the notice of motion, "continuing to represent that the plaintiff was still performing" at the defendants' place of exhibition. To come to any other decision would be to cast a most oppressive duty on persons in the defendants' situation. It appeared that in an unreported case of *Niccolo* v. *The Royal Aquarium*, where a lady who gave a performance as the "vanishing lady" had brought proceedings similar to the present against the present defendants, an *interim* injunction had been refused by him (Chitty, J.), and, the action proceeding to trial, had been dismissed by Kekewich, J. He dismissed the plaintiff's motion, with costs in any event.—COUNSEL, *George White; Romer*, Q.C., and *Haldane*. SOLICITORS, *W. Alex. Colyer; Frank Richardson & Sadler*.

In re MACDONALD, McALPIN *v.* MACDONALD—Chitty, J., 7th December.

ADMINISTRATION—CREDITORS LONG SINCE DECEASED—DISTRIBUTION OF FUND IN COURT.

This was a creditor's action for the administration of the estate of a person who had died in 1864. The action was commenced in 1866, but, the estate being insufficient, was not proceeded with. Further assets having subsequently fallen in, an order was made in 1888 for proceeding with the accounts and inquiries. It appeared that certain creditors, fifteen in number, with debts altogether amounting to £282, and whose debts were allowed by the chief clerk, could not now be ascertained to be alive or dead. A part of the undistributed fund consisted of Consols.

CHITTY, J., said that the right order would be to carry over to the account of each such creditor by name an apportioned part of the Consols equivalent at the market price of the day to the amount of his debt, and then the rest of the fund could be dealt with. There was no reason why the whole fund should be kept in court because these particular creditors were unascertained.—COUNSEL, *F. H. Colt; G. E. Tyrrell*. SOLICITORS, *H. Tyrrell & Son*.

In re DAVIES'S TRUSTS—Chitty, J., 7th December.

PRACTICE—PETITION FOR VESTING ORDER—SERVICE OF HEIR OF DECEASED TRUSTEE.

In this case a petition was presented under the Trustee Act, 1850, for an order vesting copyholds in new trustees, and it appearing that the heir of the last surviving trustee was an infant, the question arose whether it was necessary to serve the heir.

CHITTY, J., said that the practice of the registrars was not to require the heir to be served, and *Re Little* (L. R. 7 Eq. 323) was a decision in support of the practice. He should follow *Re Little*. Of course, under exceptional circumstances, it might be right that the heir should be served.—SOLICITOR, *Wren*.

JONES *v.* WATTS—North, J., 7th December.

PRACTICE—DISCOVERY—VENDOR AND PURCHASER—ACTION FOR SPECIFIC PERFORMANCE OF AGREEMENT TO ACCEPT LEASE—RIGHT TO PRODUCTION OF LESSOR'S TITLE—VENDOR AND PURCHASER ACT, 1874, s. 2.

In this case a question arose as to the right to discovery in an action for specific performance. Section 2 of the Vendor and Purchaser Act, 1874, provides that "In the completion of any such contract as aforesaid" (*i.e.*, a contract of sale of land made after the 31st of December, 1874) "and subject to any stipulation to the contrary in the contract, the obligations and rights of vendor and purchaser shall be regulated by the following rules—that is to say, first, under a contract to grant or assign a term of years, whether derived or to be derived out of a freehold or leasehold estate, the intended lessee or assign shall not be entitled to call for the title to the freehold." The plaintiffs alleged that they had agreed to grant to the defendant a lease for a term of years of a house and land, and that he had agreed to accept the same, and they claimed specific performance of the agreement by him. The plaintiffs had, on the application of the defendant, been ordered to make an affidavit of documents in their possession relating to the matters in question in the action. By their affidavit they stated that they had in their possession certain deeds which related to their freehold title to the property, and they objected to produce those deeds. This was a summons by the defendant to compel the production of the title deeds. The plaintiffs relied on the above clause of section 2 as protecting them from production. On behalf of the defendant it was contended that section 2 did not deprive him of the ordinary right of a litigant to the production by his adversary of documents in his possession relating to the matters in question in the litigation.

NORTH, J., held that the defendant was not entitled to production of the deeds forming the title to the freehold. Section 2 imported into the agreement a contract that the intended lessee should not be entitled to call for the title to the freehold. No doubt the person who was resisting specific performance was entitled to shew *aliunde* that the lessor had no title to the freehold, but he was not entitled to do so by means of the production of the lessor's title deeds. That would be calling for the lessor's title. A person who was not entitled to call for the lessor's freehold title was not entitled, in the character of a litigant, to the production of the deeds which formed that title. That was the very thing which section 2 prevented him from doing.

By the same agreement the plaintiffs had agreed to grant to the defendant a right of way as a mode of access to the house, and they stated in a schedule two deeds relating to the road over which the right of way was to be granted. One of these deeds also related to the freehold title to the land agreed to be demised.

NORTH, J., held that, as the agreement to grant the right of way was not an agreement to grant a lease of the road, the plaintiffs must produce the two deeds relating to the road.—COUNSEL, *Upjohn; Lush-Wilson*. SOLICITORS, *Clarke, Woodcock, & Ryland; Watson, Sons, & Room*.

High Court—Queen's Bench Division.

PROUT *v.* GREGORY, SHARP (Garnishee)—6th December.

PRACTICE—ATTACHMENT OF DEBTS—DIVIDEND PAYABLE IN ADMINISTRATION IN BANKRUPTCY UNDER SECTION 125 OF THE BANKRUPTCY ACT, 1883—GARNISHEE ORDER NISI ADDRESSED TO OFFICIAL RECEIVER.

This was an appeal from chambers raising the question whether a dividend payable in bankruptcy is a debt liable to be attached in the hands of the official receiver to answer a judgment obtained against the creditor to whom it is payable. The plaintiff, Prout, having obtained a judgment against the defendant, Gregory, applied for and obtained a garnishee order *nisi*, under ord. 45, r. 1, to be served on Sharp, who was the official receiver in an administration in bankruptcy under section 125 of the Bankruptcy Act, 1883, in which administration Gregory had proved as a creditor. On cause being shewn why the garnishee should not pay to the judgment creditor the amount due to the judgment debtor in the administration, the master discharged the order. On appeal Grantham, J., referred the case to the court. It was argued on the part of the judgment creditor that, although by section 58 of the Act (which was incorporated in section 125 so as to apply to bankruptcies under that section), it was provided that "subject to the retention of such sums as may be necessary for the costs of administration or otherwise, the trustee shall, with all convenient speed, declare and distribute dividends amongst the creditors, who have proved their debts," this was to be taken subject to the limitation that, if any such debt was attached, the trustee would be bound to obey the order of the court. It was not intended by the Act to take away the liability to obey any order made by a court competent to deal with the debt.

THE COURT (Lord COLERIDGE, C.J., and MATHEW, J.) dismissed the appeal. Lord COLERIDGE, C.J., said they had to deal with a statute which laid down detailed provisions for the distribution of estates in bankruptcy, and they must not vary those provisions. MATHEW, J., said it was clear that there was no debt owing from the official receiver to the judgment debtor.—COUNSEL, *P. Gye; Muir Mackenzie*. SOLICITORS, *J. & C. Robinson & Wilkins*, for *H. Goodger*, Burton-on-Trent; *Solicitors to the Board of Trade*.

REG. *v.* HOLT (Vice-Registrar of the Office of Land Registry)—10th December.

LAND CHARGES — REGISTRATION — SANITARY AUTHORITY — EXPENSES CHARGED ON PREMISES—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 257—LAND CHARGES REGISTRATION AND SEARCHES ACT, 1888 (51 & 52 VICT. c. 51), ss. 4, 10.

This case decided a question of great importance to sanitary authorities under the Public Health Act, 1875, as to the necessity for registration under the Land Charges Registration and Searches Act, 1888, of charges upon premises in respect of expenses incurred by the local authority, for the repayment whereof the owner of the premises is made liable under the Public Health Act, 1875. Such expenses and interest, until they have been recovered from the owner, are (by section 257) made "a charge on the premises in respect of which they were incurred." The point was raised by the Corporation of Nottingham, who, although not desiring to have the necessity for registration of these charges affirmed, obtained a rule *nisi* for a *mandamus* to the Vice-Registrar of the Office of Land Registry to compel him to register two charges on certain houses in Nottingham created under section 257 in respect of paving expenses incurred by the corporation as sanitary authority. It was argued that the Act of 1888 was never intended to apply to charges such as these; although they might appear to be within the definition of "land charge" in section 4, yet it was shewn by section 10 that the intention was to include only charges made pursuant to an application by the owner of the land—that is, an application made under such Acts as the Drainage and Improvement of Land Acts. The charge must be voluntarily created by the act of the owner of the land, and not made *in invitum* as in the present case. These charges were often very minute, and great difficulty would be experienced in registering them; it would be impossible to conform to the rules made under section 18 of the Act of 1888. (See rule 4

and form 3 in schedule.) In the case of intermittent charges under section 213 of the Public Health Act registration would be impossible, for the charge existed or not according as the premises were or were not occupied. It was stated that the mere registration fees for these charges payable annually by the Corporation of Nottingham, if registration were held necessary to secure priority, would amount to £250, and that sum would probably be raised to £2,000 by legal and other incidental expenses.

Lord COLERIDGE, C.J., said that, although the argument had been one-sided, those who had obtained the rule having strongly opposed its being made absolute, he had come to the conclusion that the rule should be discharged. The definition of "land charge" in section 4 of the Act of 1888 was wide enough, with perhaps a little straining, to include these charges under the Public Health Act, 1875; but if the later sections were looked at, which explained the kind of land charges which were to be registered, and by implication excluded what they did not include, it would appear that these charges were excluded. In the proviso to section 10 reference was made to "the person by or on behalf of whom the application was made pursuant to which the land charge was created," and that implied that there was no land charge to be registered under the Act except one created in pursuance of an application. The charges under discussion were not such charges, and, looked at in the light of section 10, the real registration clause of the Act, were clearly not within the scope of the Act. The rule must be discharged. MATHEW, J., concurred. Rule discharged.—COUNSEL, *Sir R. E. Webster*, *A.G.*, and *Griffin*; *R. S. Wright*. SOLICITORS, *The Solicitor to the Treasury*; *Sharpe, Parker, Pritchard, & Sharpe*, for *S. G. Johnson*, Nottingham.

REG. *v.* FITZROY-COWPER (Deputy-Judge of the Croydon County Court)—3rd December.

PRACTICE—COUNTY COURT—PARTICULARS—INDORSEMENT BY SOLICITOR—LITHOGRAPHED SIGNATURE—COUNTY COURT RULES, 1889, ORD. 6, R. 10.

This case raised a point of importance to solicitors in respect of the practice in the county courts. The question was whether the indorsement of the name or firm of the plaintiff's solicitor on the particulars required by ord. 6, r. 10, of the County Court Rules, 1889, must be in the actual writing of the solicitor, or whether a stamped or lithographed signature is sufficient. The plaintiff's solicitor, in a case of *Rees* v. *Tassell* in the Croydon County Court, had filed particulars of the claim under ord. 6, r. 1. The form of particulars used was one which had been written out by a clerk in the permanent and exclusive employ of the solicitor, and had the solicitor's signature lithographed upon it. The defendant paid into court the amount claimed, less four shillings, solicitor's costs. The registrar decided that the solicitor was not entitled to these costs as he had not complied with rules in signing the particulars, and the deputy-judge upheld the registrar's decision. The solicitor then obtained a rule *nisi* for a *mandamus* to hear and determine his application. Against the rule it was contended that the matter had already been heard and determined, and the court considered this objection fatal; but, at the suggestion of their lordships, it was withdrawn in order that there might be a decision settling the disputed point of practice. It was stated that the common practice was to use a lithographed form of particulars, and that that had always been considered a sufficient compliance with the rule. On the other hand, reference was made to the Appendix to the Rules: Costs—Lower Scale 1, Higher Scale 1, as shewing that the indorsement required was an actual signature by the solicitor.

Lord COLERIDGE, C.J., said that he had with some reluctance come to the conclusion that the lithographed signature was not sufficient. Looking at ord. 6, r. 10, in conjunction with the words in the scales of costs, "provided that the particulars and copies are signed by the solicitor" he could not think that there had been a sufficient compliance with the rules in this case. Both the rules and the appendix derived their authority from the Legislature, and they must be read together and their correct meaning given to them. The rule for a *mandamus* must be discharged. MATHEW, J., concurred, and remarked that the word "signed" occurred in the scale of costs as to particulars under the former rules.—COUNSEL, *Jelf*, Q.C., and *Muir Mackenzie*; *Crump*, Q.C., and *E. L. Thomas*. SOLICITORS, *Carter & Simpson*; *Aird & Hood*.

County Courts.

BARCLAY *v.* ATLAS BRICK CO.—Brentford, 6th December.

ACTION UNDER EMPLOYERS' LIABILITY ACT—PRODUCTION OF PARTICULARS FURNISHED BY DEFENDANTS TO AN EMPLOYERS' LIABILITY ASSURANCE CORPORATION—PRIVILEGE.

His Honour Judge STONOR, in giving judgment, said:—This is an appeal from an order made by the registrar in an action under the Employers' Liability Act for the production of a document which is admitted by the affidavit of the defendants' manager to be in their possession or power, but which they claim substantially to be privileged, as being correspondence between themselves and their "agents" with reference to and in view of threatened proceedings by the plaintiff against them. The document in question is dated the 5th of September, and was produced for the information of the court. It is a printed form, and is headed as follows:—"Private and confidential.—Answering these questions does not imply that the injured person is making, or will make, a claim. Employers' Liability Assurance Corporation (Limited). Preliminary particulars of accident to be furnished by the agent of the corporation or by the employer." Then follows a series of questions, tabularly arranged, as to "the employer," "the person injured," and "the accident" in question, to which answers have been given in writing. The document was not signed, but was admitted to have been furnished to the assurance corporation by the defendant company, or by their authority, from information supplied by them. There is, of course, no doubt that the plaintiff is entitled to the production of this document if it be not privileged; but the defendant company contend that it is privileged, because the assurance corporation to whom it has been furnished were their "agents," and it was so furnished to them in contemplation of litigation. I think that this contention is erroneous, and that the registrar's order was quite right. The only relation which appears to have existed between the defendant and the assurance corporation arose from a policy of assurance which is not produced, but which common knowledge tells us was in the nature of an indemnity given by the latter to the former against pecuniary liability in respect of accidents to the workmen in their employment. Probably the defendant company was bound by this contract to furnish to the assurance corporation early intelligence of the particulars of any accident in respect of which they might claim to be indemnified; at all events, it was proper for them to do so, and accordingly, within a week of the accident in question, they furnished to the corporation the information contained in this document. Besides the contract of indemnity contained in the policy of assurance there is no evidence of any relation between the defendant company and the assurance corporation whatsoever, and consequently no evidence of any agency, and least of all of that legal professional agency or rather relation, which, for the present purpose, is the only ground of privilege recognized by either the courts of law or equity since the Judicature Act, 1873 (see *Anderson* v. *British Bank of Columbia*, and particularly the judgment of Jessel, M.R. (24 W. R. 724)). This appeal will therefore be dismissed, with costs, and, according to the undertaking of counsel, the document in question will be produced forthwith, as the trial is to come on next Friday.—COUNSEL, *Tatlock*; *Atherley Jones*.

THE DUTIES OF COMMISSIONERS FOR OATHS.

WE have been favoured with the following report of what took place during the trial of *Bourke* v. *Davis*, before Mr. Justice Kay on the 25th of November last:—

Mr. Justice KAY: Mr. Harris, your client said he would give me an opportunity of seeing the commissioner before whom the affidavits were sworn. Is he here?

Mr. HARRIS, Q.C.: My lord, Mr. N—— is here, and I believe Mr. S——, the commissioner, is here also.

Mr. Justice KAY (to Mr. S——): Are you the commissioner before whom the affidavits were sworn?

Mr. S——: I am, my lord.

Mr. Justice KAY: Can you tell me what was done?

Mr. S——: I went round with the solicitor for the defendants, my lord, and we interviewed a great many witnesses, most of them in their own homes; and, as to those who signed with a mark, the affidavits were read over very carefully, and the witnesses thoroughly understood them.

Mr. Justice KAY: And as to those which were not signed with a mark?

Mr. S——: As to those, my lord, I cannot say whether they were read over before me or not; I should not like to pledge my word to that; but I should say, my lord, that it was not my duty to see that they were.

Mr. Justice KAY: You are a commissioner?

Mr. S——: Yes.

Mr. Justice KAY: What is your ordinary practice when affidavits are not signed by a mark?

Mr. S——: They are never read over by the commissioner, my lord.

Mr. RIGBY, Q.C.: My lord, in reference to that I may say that in my experience it is not the practice to read over affidavits by the commissioner, but I confess that that course throws great doubt on the system of taking evidence.

Mr. Justice KAY: You say it is not usually the practice unless there is something to specially call the attention of the commissioner to.

Mr. RIGBY: No, my lord, but whether that is a satisfactory state of things is a very different matter.

Mr. Justice KAY: In this case we have had the privilege of hearing affidavits not prepared by a solicitor, but by a gentleman who describes himself as an engineer. He seems to have interviewed the witnesses, one of whom absolutely contradicted the statement in his affidavit in a most positive way, and said it never was read over to him at all. I must say that this is a very unsatisfactory state of things to my mind. I must say that these affidavits have not been prepared with anything like the care which professional men ought to take in preparing affidavits.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., Mr. Sidney Smith in the chair. The other directors present were—Messrs. W. B. Brook, H. Morten Cotton, G. Burrow Gregory, John Hunter, J. H. Kays, R. Pennington, R. Pidcock (Woolwich), Henry Roscoe, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott, secretary. A sum of £160 was distributed in grants of relief, four new members were admitted to the association, and other general business was transacted.

UNITED LAW SOCIETY.

2nd December.—The evening was devoted to business, and the debate down on the paper was not reached. The subject was—"That the ruling of the judge in *Mdlan* v. *Young* (*ante*, p. 41), that he had power, by consent, to hear the case *in camerâ* was (1) wrong in law and (2) against the public good."

LAW STUDENTS' JOURNAL.

THE INTERMEDIATE EXAMINATION.

Candidates who sat in November could not have had better luck, as the papers were very easy. In Head I. none of the questions present any difficulty, and probably the first—"What do you understand by the right of property?"—would turn out as hard as any. It is curious that the last chapter on the Conveyancing and Settled Land Acts was untouched, as it usually produces one or two questions. Head II. started off with four questions from the chapter on Contract, but the other questions were very fairly selected from the rest of Volume II. In fact the questions in this head, as also in the remainder of the prescribed portions of the commentaries, were straightforward and elementary. The general nature of the papers may be fairly gathered from the result.

RECENT RESULTS.

The percentage of failures at the Intermediate is as low as 14½, while at the Final almost 34 per cent. of the candidates present were below the requisite half-marks. The numbers present were almost equal—241 and 245. A similar equality prevails at the Bar Examinations, 67 being present for the General and 67 for Roman Law, of whom 30 and 20 per cent. respectively failed.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Dec. 3.—Mr. Thomas Douglas in the chair.—The debate—"That the decision of Mr. Justice Denman to hear the case of *Malan* v. *Young in camerâ* was wrong"—was opened by Mr. Blugg in the affirmative. He was supported by Messrs. J. B. C. Stephen, Daniel, Savory, Cuthbert Curtis, and L. Williams; and opposed by Messrs. C. Harcourt and Fiske. On the motion being put to the society, it was carried by a considerable majority.

LEGAL NEWS.

APPOINTMENTS.

Mr. Allen Fielding, solicitor and notary (of the firm of Plummer & Fielding), of Canterbury, has been elected Clerk of the Peace for that city, on the resignation of Mr. Herbert Tritton Sankey. Mr. Fielding was admitted a solicitor in 1851. He is registrar of the Archdeaconries of Canterbury and Maidstone, and deputy-registrar of the Diocese of Canterbury.

Mr. Charles George Nantes, solicitor, of Bridport and Beaminster, has been appointed a Perpetual Commissioner for Dorsetshire for taking the Acknowledgments of Deeds by Married Women.

Mr. Archibald Robinson, solicitor, of Dublin, has been appointed Solicitor to the Attorney-General for Ireland. Mr Robinson was admitted a solicitor at Dublin in 1880.

Mr. William Cotter Stubbs, barrister, has been appointed a Prosecuting Crown Counsel for the county of Monaghan. Mr. Stubbs was called to the bar at Dublin in 1885. He is a member of the North-East Circuit.

Mr. Ernest Goodwin Swifte, barrister, has been appointed Counsel to the Attorney-General of Ireland. Mr. Swifte was called to the bar at Dublin in 1863. He is a member of the North-East Circuit.

The Right Hon. Sir Michael Morris, Lord of Appeal in Ordinary, has been created a Peer for life, with the title of Baron Morris of Spiddall.

Mr. Arthur Edward Newstead, solicitor, of Otley, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the West Riding of Yorkshire.

Mr. Alfred Marshall Higham, solicitor, of Manchester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Albert Myers, solicitor, of 3, South-square, Gray's-inn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Harry Bark Hartley, solicitor, of Peterborough and Whittlesey, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

GENERAL.

Mr. Justice Grantham, in charging the grand jury at the Liverpool Assizes last week, said there was one subject on which there appeared to be a good deal of misapprehension in the public mind. That was the question brought very prominently before the public in consequence of the remarkable case tried at the last Liverpool Assizes—the question of criminal appeal. It was a very serious question, and one which would affect very materially the future administration of justice. The reasons against such a court were, if not conclusive, still so strong that it was desirable that everyone who was in favour of it should be aware of them, as well as of the methods at present adopted, which did away to a great extent with the necessity of having the court. The procedure in civil and criminal jurisprudence was totally different. In the former the object of each party was to conceal his hand from the other; in the latter no evidence could be produced at trial with which the prisoner was not acquainted. In the vast majority of cases in which prisoners had been found to be innocent after their conviction, that discovery had only been made months or years after the conviction, and the court of criminal appeal could only have retried the case with the same set of witnesses and the same circumstances which the first court had had before it. They had, however, a court of appeal in the Home Secretary, and he thought the present arrangement was more favourable to the prisoner than if the court were established. They could not have a better example of the danger of a court of criminal appeal and its prejudicial effect on the prisoner than the case to which he had referred. Public opinion about it was roused throughout the country. It was not for him to say whether legitimately or not, but it was roused to such an extent that any re-trial or hearing must have proved almost a mockery of justice, so excited were the feelings of the people. In such a case, when the papers were teeming with statements every day, and opportunities were afforded to obtain false evidence by those interested on one side or the other, it was much better that the case should be tried by the Home Secretary than that it should be a party trial by those who leaned to the one side or the other. His (the learned judge's) opinion was that any change in the present system in the direction referred to would be bad for the administration of justice.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, Dec. 16	Mr. Clowes	Mr. Pugh	Mr. Jackson
Tuesday 17	Farmer	Lavie	Carrington
Wednesday..... 18	Clowes	Pugh	Jackson
Thursday..... 19	Farmer	Lavie	Carrington
Friday 20	Clowes	Pugh	Jackson
Saturday 21	Farmer	Lavie	Carrington

Date.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, Dec. 16	Mr. Rolt	Mr. Pemberton	Mr. Beal
Tuesday 17	Godfrey	Ward	Leach
Wednesday..... 18	Rolt	Pemberton	Beal
Thursday 19	Godfrey	Ward	Leach
Friday 20	Rolt	Pemberton	Beal
Saturday 21	Godfrey	Ward	Leach

WINDING UP NOTICES.

London Gazette.—Friday, Dec. 6.

JOINT STOCK COMPANIES.

Limited in Chancery.

Bahia Central Sugar Factories, Limited—Petn for winding up, presented Nov 30, directed to be heard before North, J, on Saturday, Dec 14 Francis & Johnson, Austinfriars, agents for Mitchells & Co, Glasgow, solors for petner

Hill, Siffken, & Co, Limited—Creditors are required, on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to Henry Spain, 76, Coleman st Rundle & Hobrow, Coleman st, solors for liquidator

Jenner & Knewstub, Limited—By an order made by North, J, dated Nov 30, it was ordered that the company be wound up Colyer, Wych st, Strand, solor for petners

Leech, Neal, & Co, Limited—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts or claims, to Charles Leech, City rd, Derby

Pritchard & Co, Limited—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Willis Sudy, 70, Queen Victoria st Wednesday, Jan 8, at 11, is appointed for hearing and adjudicating upon the debts and claims

Robert Hartley & Co, Limited—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of such debt or claim, to Joshua Rawlinson, 16, Nicholas st, Burnley

The Bournemouth Club, Limited—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Mr James Haggard, Pine Hurst, Bournemouth

The Midland Hotel, Birmingham, Limited—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Richard Turton, at the offices of Messrs Johnson & Co, 36, Waterloo st, Birmingham

County Palatine of Lancaster.

Limited in Chancery.

Helm & Co, Limited—The Vice-Chancellor has, by an order dated Nov 14, appointed Ebenezer Helm, Padiham and Joshua Rawlinson, Burnley, to be joint-official liquidators

FRIENDLY SOCIETIES DISSOLVED.

Widow and Orphans' Fund, Loyal Prince Albert Lodge of Odd Fellows, Manchester Unity, Royal Oak Inn, Marlborough, Wilts Dec 2

London Gazette.—Tuesday, Dec. 10.

JOINT STOCK COMPANIES.

Limited in Chancery.

Alexandra Palace and Park Co, Limited—Creditors are required, on or before

Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st Wednesday, Jan 29, at 12, is appointed for hearing and adjudicating upon the debts and claims

BILLITER STREET OFFICES CO, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Mr Frederick Whinney, 8, Old Jewry Thursday, Feb 13, at 12, is appointed for hearing and adjudicating upon the debts and claims

CONSTITUTIONAL NEWS ASSOCIATION, LIMITED—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to Henry Newson Smith, 37, Walbrook Friday, Jan 31, at 11, is appointed for hearing and adjudicating upon the debts and claims

LENNOX PUBLISHING CO, LIMITED - Kay, J, has fixed Wednesday, Dec 18, at 12, at his chambers, for the appointment of an official liquidator

LIFE ASSURANCE AGENTS' JOURNAL CO, LIMITED—Stirling, J, has fixed Thursday, Dec 19, at 12, at his chambers, for the appointment of an official liquidator

NEW DURHAM SALT CO, LIMITED—North, J, has, by an order dated Nov 25, appointed James Henry Skrine Hanning, 13, Moorgate st, to be official liquidator Creditors are required, on or before Jan 11, to send their names and addresses, and the particulars of their debts or claims, to the above Monday, Jan 20, at 1, is appointed for hearing and adjudicating upon the debts and claims

PATILLOS RAILWAY CO, LIMITED—By an order made by Chitty, J, dated Nov 30, it was ordered that the company be wound up Freshfields & Williams, Bank bldgs, solors for petner

THE PHOTOGRAPHIC APPARATUS AND CHEMICAL CO, LIMITED—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Mr John Smith, 8, Old Jewry Torr & Co, Bedford row, solors for liquidator

THE SHEBA LOW LEVEL GOLD MINING CO, LIMITED—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to Lee Wright, Leadenhall bldgs, Gracechurch st, one of the liquidators

UNLIMITED IN CHANCERY.

HULL STREET TRAMWAYS CO—By an order made by Chitty, J, dated Nov 30, it was ordered that the company be wound up Chester & Co, Bedford row, agents for Holden & Co, Kingston upon Hull, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

EARLSFIELD CLUB AND INSTITUTE, 20, Skelbrook st, Earlsfield, Lower Tooting, Surrey Dec 4

JERSEY VICTORIA BENEFIT SOCIETY, Lyric Hall, Cattle st, St Heliers, Jersey Dec 4

LOYAL BROTHERS FRIENDLY SOCIETY, National School, Shepton Beauchamp, Ilminster, Somerset Dec 6

VICTORIA FRIENDLY SOCIETY, National School, Barbage, Hinckley, Leicester Dec 6

SUSPENDED FOR THREE MONTHS.

FIDELITY SOCIETY, Nelson Tavern, Wellington rd, Aston under Lyne, Lancaster Dec 4

LOYAL CLWYDIAN LODGE, Farmers Inn, Back row, Denbigh Dec 4

LOYAL HOWELLS LODGE, Hawk and Buckle Inn, Vale st, Denbigh Dec 4

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 29.

ALCOCK, HENRY, Billiter st, Merchant. Dec 20. Brown, Janson, & Co v Alcock, Kay, J. Schmettau, Abchurch lane

CULMER, ANN, Leytonstone, Essex. Dec 31. Culmer v Chapman, Kay, J. Anning, Cheapside

London Gazette.—TUESDAY, Dec. 3.

MEHEW, PICKARD, Sleaford, Lincoln, Saddler. Jan 1. Peacock, Wilson, & Co v Mehew, Chitty, J. Smart, Old Jewry chmbrs, Old Jewry

London Gazette.—FRIDAY, Dec. 6.

GRAHAM, Most Noble JOHN HENRY WELLINGTON, Marquis of Ely, Kearsney Abbey, Dover. Dec 31. Tottenham v Marchioness of Ely, Kay, J. Lethbridge & Prior, Abingdon st, Westminster

London Gazette.—TUESDAY, Dec. 10.

BAYLEY, FREDERICK WILLIAM, Margate, Builder. Jan 10. Bayley v Bayley, North, J. Johnson, Queen st, Cheapside

HUMPHRYS, EDWIN GREGORY, London rd, Southwark, Cheesemonger. Jan 8. Smith v Humphrys, Kay, J. Tilling, Devonshire chmbrs, Bishopsgate

ORMEROD, JAMES, Colne, Lancaster, Coal Merchant. Jan 7. Atkinson v Ormerod, North, J. Hartley, Colne

WRIGHT, WILLIAM HUGH, Caldecott, Rutland, Farmer. Dec 31. Gunnel v Wright, Kay, J. Spencer & Co, Cheapside

London Gazette.—TUESDAY, Dec. 3.

ARMSTRONG, ISAAC, Carlisle, Gent. Dec 31. Mounsey & Co. Carlisle

BEKLEY. ALBERT, Langwith, Notts, Licensed Victualler. Jan 10. Alcock, Mansfield

BLANT, WILLIAM, Church Broughton, Derby, Labourer. Jan 14. Small, Burton on Trent

BOULT, SUSAN, Heigham, Norwich. Feb 1. Keith & Co, Norwich

BOWLER, JOSEPH, Burton upon Trent, Brewer. Jan 14. Small, Burton on Trent

CUTIS, JAMES, Sheffield, Gent. Jan 4. Ashington & Co, Sheffield

D'ALTERA, JAMES JOHNSON, Bottisham, Cantab, Retired Surgeon Major in Army Jan 4. J. E. L. Whitehead, Cambridge

DAVIS, AGNESS, Plymouth. Jan 7. Rooker & Co, Plymouth

DAVIS, GEORGE, Plymouth, Licensed Victualler. Jan 7. Rooker & Co, Plymouth

FALCON, NICHOLAS SIMONS, Salisbury, Banker's Clerk. Dec 31. Sanderson & Co, Queen Victoria st

FYNNEY, EDMUND, Leek, Staffs, Silk Manufacturer. March 1. Hacker & Allen, Leek

GREEN, JOHN THOMAS JOSEPH, Gillingham, Kent, Farmer. Jan 31. Winch, Chatham

GROVE, ANN, Riley rd, Enfield Highway. Dec 31. Russell & Arnholz, Great Winchester st

HODGSON, FREDERIC JOHN, Fairfield, nr Liverpool, Gent. March 1. Jones & Co, Liverpool

HOPPIN, JOHN WHITEWAY, Harberton, Devon. Dec 17. Hacker, Newton Abbot

HUDSON, MARY, Stretford, Lancs. Jan 14. Dixon, Manchester

JOHNSON, HENRY LIONEL, Leek, Staffs, Silk Manufacturer. Jan 4. Ashington & Co, Sheffield

JOHNSTONE, JAMES HENRY WOLFENDEN, Ramsgate, Esqr, Surgeon. Dec 31. St Barbe Sladen & Wing, Delahay st, Westminster

JOULE, JAMES PRESCOTT, Sale, Chester, Esq. D.C.L., F.R.S. Jan 31. Diggles & Ogden, Manchester

KETTLEY, CAROLINE, Camden avenue, Peckham. Jan 1. Chapman, Gray's inn sqr

LEE, JAMES, Tyldesley, Lancs, retired Farmer. Dec 16. Marsh & Co, Leigh

LUTLEY, FRANCES, Bridgwater. Jan 1. Ruck, Craven st, Charing Cross

MASSEY, EDWARD BARKER, Pennington, Lancs. Dec 23. Marsh & Co, Leigh

MICHELL, SAMPSON, Union rd, Rotherhithe. Jan 1. Chapman, Gray's inn sqr

MITCHELL, ELIZA, Scarborough. Jan 10. Rodgers & Co, Sheffield

MITCHELL, SAMUEL, Sheffield, Steel Merchant. Jan 10. Rodgers & Co, Sheffield

MURRAY, ROBERT, Ryde, I W, Major General Bombay Staff Corps, C.S.I. Feb 12. Loughborough & Gedge, Austin Friars

NIX, WADDELOW, Somersham, Hunts, Gent. Feb 3. Wallingford & Co, St Ives, Hunts

PENNEY, GEORGE ROBERT, Parkstone, Dorset, Merchant. Dec 31. Witt & Kemp Welch, Poole

ROMER, FRANCIS, Conduit st. Dec 31. Romer, Copthall chbrs

SCOTT, SARAH, Aldbourn, Wilts. Dec 31. Phelps, Ramsbury, Wilts

SKINNER, CHARLES BINNY, Eccleston sq, Esq. Jan 1. Murray & Co, Birchin lane

SWALLOW, JOHN, Mexbrough, Yorks, Butcher. Jan 1. Elizabeth Mary Swallow, Mexbrough

TINKER, GEORGE, Hepworth, Kirkburton, Yorks, Gent. Jan 1. Kidd & Bentley, Holmfirth

WATSON, WILLIAM, Pickering, York, Gent. Jan 7. Whitehead, Pickering

WEATHERLEY, HENRY, Littlehampton, Sussex. Jan 10. Flux & Co, East India avenue

WEBB, HENRY ROBERT, Henley on Thames, Timber Merchant. Dec 31. Mercer, Henley on Thames

WHITE, JOHN, Accrington, Lancs, Gent. Dec 21. Wild, Ramsbotton, nr Manchester

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

A GOOD INVESTMENT.—To purchase a house by a small deposit and a monthly payment of from 5s to 10s, in addition to the rent (for a period only), is one of the safest and best investments to make. It requires but a small expenditure of capital, whilst it provides a future permanent income.—Apply for further information to the SECRETARY, Temperance Permanent Building Society, 4, Ludgate-hill, London, E.C.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 6.

RECEIVING ORDERS.

AIR, TUNIS, Wylde green, nr Birmingham, Commission Agent Birmingham Pet Dec 3 Ord Dec 3

BARKER, ARTHUR HENRY, Duke st, Piccadilly, Professional Rider High Court Pet Dec 4 Ord Dec 4

BARWICK, WILLIAM SAMPSON, Ramsgate, Auctioneer Canterbury Pet Dec 2 Ord Dec 2

BOWLER, EDWARD, Pulborough, Sussex, Coal Merchant Brighton Pet Dec 2 Ord Dec 2

BRANSTON, FREDERICK ROBERT EDWARD, Crooked lane, Engineer High Court Pet Dec 3 Ord Dec 3

BROWN, THOMAS, Peterborough, Gent Peterborough Pet Dec 3 Ord Dec 3

CARVER, JAMES EDWARD, Whitehorse st, Stepney, Traveller for a Sewing Machine Manufacturer High Court Pet Dec 4 Ord Dec 4

CATTON, JOHN, Burgh Castle, Suffolk, Market Gardener Gt Yarmouth Pet Dec 2 Ord Dec 2

CHELLINGWORTH, WILLIAM HENRY, Bewdley, Worcester, of no occupation Kidderminster Pet Nov 26 Ord Nov 26

CLARKE, JOHN, Derby, Labourer Boston Pet Dec 2 Ord Dec 2

COOK, THEODORE, late Pierrepoint rd, Acton, Retired Captain Brentford Pet Oct 23 Ord Nov 26

COOPER, WILLIAM BARNES, Wellington st, Strand, Fruit Salesman High Court Pet Dec 4 Ord Dec 4

COTTAM, EDWIN, Bondgate, nr Ripon, Corn Miller Northallerton Pet Dec 2 Ord Dec 2

CRAWLEY, JOSEPH, Wavendon, Bucks, Butcher Northampton Pet Dec 2 Ord Dec 2

CULVER, SAMUEL ELIJAH, and ISAAC EDWIN CULVER, Pemberton Works, Hackney, Manufacturers of Cocoa High Court Pet Dec 4 Ord Dec 4

DARBY, CHARLES HORACE, Sparkhill, Birmingham, Late Jeweller Birmingham Pet Dec 2 Ord Dec 2

EARLE, JOHN FREDERICK, and CHARLES WILLIAM LITTLE, Gt Grimsby, Mast Makers Gt Grimsby Pet Dec 3 Ord Dec 3

FITCH, ENOCH WILLIAM, Ashley, Cantab, Miller Cambridge Pet Dec 4 Ord Dec 4

GARTON, CHRISTOPHER MORRIS, Loftus in Cleveland, Yorks, Boot Dealer Stockton on Tees and Middlesborough Pet Nov 30 Ord Nov 30

GILBERT, JOSIAH, Alton, Hants, Outfitter Winchester Pet Dec 2 Ord Dec 2

GORTON, MATTHEW HILTON, Little Hulton, Lancs, Plasterer Bolton Pet Dec 4 Ord Dec 4

GOTHARD, EDWARD FRANK, Burton on Trent, Tailor Burton on Trent Pet Dec 4 Ord Dec 4

GRAY, JOHN, Birmingham, Dentist Birmingham Pet Dec 2 Ord Dec 2

HARRISON, JAMES, Linslade, Bucks, Horse Dealer Luton Pet Dec 4 Ord Dec 4

HEATH, CHARLES, Rutland yd, Kensington rd, Knightsbridge, Shop Fitter High Court Pet Dec 3 Ord Dec 3

HILL, WILLIAM, Ashton in Makerfield, Lancs, Colliery Overlooker Wigan Pet Nov 30 Ord Nov 30

JACOBS, JOHN, Chelmsford, Rag Merchant Chelmsford Pet Nov 14 Ord Dec 4

JAMES, HENRY, jun, Well st, Oxford st, Traveller High Court Pet Dec 2 Ord Dec 2

JOHNSON, THOMAS, Huddersfield, Pianoforte Dealer Huddersfield Pet Nov 30 Ord Nov 30

JONES, WILLIAM, Mountain Ash, Glam, Collier Aberdare Pet Dec 2 Ord Dec 2

JONES, WILLIAM, THOMAS JONES, and EDWARD JONES, Trebanog, Cymmer, Glam, Colliers Pontypridd Pet Dec 2 Ord Dec 2

LEWIN, WALPOLE, & Co, Witton rd, Pimlico, Auctioneers High Court Pet Oct 25 Ord Dec 4

LLOYD, WILLIAM, Kidderminster, Market Gardener Kidderminster Pet Nov 25 Ord Nov 25

LUFF, SHADRACH, Wembley, Harrow, Middlesex, Baker St Alban's Pet Dec 3 Ord Dec 3

MACDONALD, JOHN, Kingsford ter, Seven Sisters' rd, Stamford hill, Grocer Edmonton Pet Dec 4 Ord Dec 4

MACHIN, JOHN, Barrow in Furness, Steelworker Barrow in Furness Pet Dec 4 Ord Dec 4

MARSHALL, JOHN COBBETT, Kingston on Thames, Grocer Kingston, Surrey Pet Dec 2 Ord Dec 2

MCELROY, CHARLES WILLIAM, Stockwell rd, Brixton, Beer Retailer High Court Pet Dec 4 Ord Dec 4

MERCER, RICHARD, Lower Walmer, Kent, Mariner Canterbury Pet Dec 3 Ord Dec 3

MEYRICK, FRANK E., Carlingford rd, Hampstead, Gent High Court Pet Nov 22 Ord Dec 4

MILNER, FRED, late Haxey, Lincs, Potato Merchant Lincoln Pet Dec 2 Ord Dec 2

MUSGRAVE, JOHN, Leeds, late Cloth Maker Leeds Pet Dec 2 Ord Dec 2
PYE, WILLIAM, Lowestoft, Fishing Boat Owner Gt Yarmouth Pet Dec 3 Ord Dec 3
RAWSON, JONAS, Clent, Worcs, Schoolmaster Stourbridge Pet Nov 26 Ord Nov 26
RICHMOND, SAMUEL FENTIMAN, South Ossett, Yorks, Gardener Dewsbury Pet Dec 2 Ord Dec 2
ROBINSON, JAMES, Bury, Washing Liquor Maker Bolton Pet Dec 2 Ord Dec 2
RODWELL, THOMAS HENRY, Hardess st, Camberwell, Builder High Court Pet Dec 4 Ord Dec 4
SIMPSON, ALEXANDER, Queen's rd, Peckham, no occupation High Court Pet Dec 2 Ord Dec 2
SMITH, EDWARD ALBERT, Aston-juxta-Birmingham, Plumber Birmingham Pet Dec 4 Ord Dec 4
SMITH, WILLIAM HENRY, Newton, Norfolk, Gardener Norwich Pet Dec 2 Ord Dec 2
STEPHENSON, SAMUEL, Leeds, Signwriter Leeds Pet Dec 3 Ord Dec 3
THOMPSON, JAMES ANDREW BAIRD, Totnes, Devon, Doctor of Medicine East Stonehouse Pet Dec 3 Ord Dec 3
TINDELL, ALEXANDER, Moss Side, Manchester, Brewer's Traveller Manchester Pet Dec 3 Ord Dec 3
TURTLE, THOMAS NUNN, Leeds, Clothier Leeds Pet Nov 23 Ord Dec 2
WAKEFIELD, ELISHA, Kinderton, Cheshire, Coal Agent Nantwich and Crewe Pet Dec 4 Ord Dec 4
WOOD, THOMAS, Almondbury, Huddersfield, Mason Huddersfield Pet Dec 4 Ord Dec 4
YOUNG, WILLIAM, Beeston, Notts, Clothier Nottingham Pet Nov 19 Ord Dec 2
The following amended notice is substituted for that published in the London Gazette of Nov 22.
MATTHEWS, ROBERT, Cardiff, Builder Cardiff Pet Nov 5 Ord Nov 19

FIRST MEETINGS.

ALEXANDER, WILLIAM, Oakfield rd, Anerley, Plumber Dec 20 at 12 33, Carey st, Lincoln's inn fields
ANSTEY, WILLIAM, Noss Mayo, Revelstoke, Devon, Baker Dec 13 at 12 10, Athenæum terr, Plymouth
ARNOLD, JOHN, Roscoe st, Bunhill row, Wholesale Stationer Dec 17 at 2.30 33, Carey st, Lincoln's inn fields
BAKER, FREDERICK CHARLES, Canterbury, Licensed Victualler Dec 13 at 10 Off Rec, 5, Castle st, Canterbury
BAKER, JOSEPH GUISSEPPE GARIBALDI, Finsbury market, Finsbury sq, Butcher Dec 20 at 2.30 33, Carey st, Lincoln's inn
BEDFORD, THOMAS EDWARDS, Workington, Cumberland, Plumber Dec 16 at 12 67, Duke st, Whitehaven
BEVAN, RICHARD LLEWELLYN, Bridgend, Glam, Grocer Dec 18 at 11 Off Rec, 29, Queen st, Cardiff
BOWEN, JOHN, Llwyncinon, Cilrhedyn, Carmarthen, Farmer Dec 17 at 2.30 Off Rec, 11, Quay st, Carmarthen
BROWN, THOMAS, Peterborough, Gent. Dec 20 at 12 Law Courts, New rd, Peterborough
CATTON, JOHN, Burgh Castle, Suffolk, Market Gardener Dec 14 at 12.30 Off Rec, 8, King st, Norwich
CHANDLER, KENELM, Hertford rd, Lower Edmonton, Surveyor Dec 20 at 11 33, Carey st, Lincoln's inn fields
ELLIS, WILLIAM HENRY, Faversham, Kent, Coachbuilder Dec 13 at 9.30 Off Rec, 5, Castle st, Canterbury
EVANS, WILLIAM, Pontyeats, Llangendeirne, Carmarthenshire, Draper Dec 17 at 11 Off Rec, 11, Quay st, Carmarthen
FITCH, ENOCH WILLIAM, Ashley, Cambs, Miller Dec 23 at 1.30 White Hart Hotel, Newmarket
FOX, WILLIAM, Stoford, Somerset, Grocer Dec 13 at 1.15 Off Rec, Salisbury
HALKETT, FREDERICK J. COLIN, Beckenham, Kent, Colonel Dec 19 at 11 33, Carey st, Lincoln's inn fields
HARPER, WALTER JOHN TIPPETT, Devonport, Saddler Dec 13 at 11 10, Athenæum terr, Plymouth
HECQUARD, CHARLES (otherwise CHARLES ADOLPHE FRCIS), lately of Paris Dec 18 at 11 33, Carey st, Lincoln's inn fields
HILL, WILLIAM, Ashton in Makerfield, Lancs, Colliery Overlooker Dec 17 at 10.30 Wigan County Court
HODGES, HENRY, Upton on Severn, Worcs, Innkeeper Dec 17 at 11 Off Rec, Worcester
JOHNSON, THOMAS, Huddersfield, Pianoforte Dealer Dec 14 at 11 Haigh & Son, Solicitors, New st, Huddersfield
MATTHEWS, ROBERT, Cardiff, Builder Dec 16 at 12 Off Rec, 29 Queen st, Cardiff
PEARSON, BETHUEL SANDERSON, Moreton Jeffries ct, Herefordshire, Farmer Dec 17 at 11.30 Off Rec, Worcester
PYE, WILLIAM, Lowestoft, Fishing Boat Owner Dec 14 at 1 Off Rec, 8, King st, Norwich
REDGRAVE, GEORGE E., Smethwick, Staffs, Auctioneer Dec 14 at 11 25, Colmore row, Birmingham
RICHMOND, SAMUEL FENTIMAN, South Ossett, Yorks, Gardener Dec 13 at 3 Off Rec, Bank Chmbrs, Batley
ROBINSON, JAMES, Bury, Washing Liquor Manufacturer Dec 16 at 10.30 16, Wood st, Bolton
ROSEWORTH, THOMAS, Buxton, Grocer Dec 13 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
SAMPSTER, JAMES, 1, Gothic villas, West green rd, Builder Dec 13 at 11 No 16 Room, 20 and 21, 24 Swithin's la
SCALES, EDMUND SCOTT MANN, Norwich, late Licensed Victualler Dec 14 at 11 Off Rec, 8, King st, Norwich
SMITH, WILLIAM HENRY, Newton, Norfolk, Gardener Dec 14 at 11.30 Off Rec, 8 King st, Norwich
STEAD, THOMAS, Leeds, Woollen Draper Dec 16 at 12 Off Rec, 22, Park row, Leeds
VEALE, GEORGE, Palatine rd, Stoke Newington, Builder Dec 18 at 11 Bankruptcy bldgs, Lincoln's inn
WHITAKER, JOHN, Manchester, Ironmonger Dec 13 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
WILSON, DANIEL, Liverpool, cut of business Dec 16 at 2.30 Off Rec, 35, Victoria st, Liverpool
WOOD, THOMAS, Almondbury, Huddersfield, Mason Dec 18 at 3 Haigh & Son, Solicitors, New st, Huddersfield
WOOTTON, JOHN WILLIAMS, Feltwell, Norfolk, Commission Agent Dec 14 at 12 Off Rec, 8, King st, Norwich

ADJUDICATIONS.

ANDERSON, HENRY, Stanfield rd, Stockwell High Court Pet Oct 17 Ord Dec 3
ANSTEY, WILLIAM, Noss Mayo, Revelstoke, Devon, Baker East Stonehouse Pet Nov 29 Ord Dec 3
BLENNERHASSET, JOHN FREDERICK, Vernon st, King's Cross rd, Hydraulic Engineer High Court Pet July 16 Ord Dec 3
BROWN, THOMAS, Peterborough, Gent Peterborough Pet Dec 3 Ord Dec 3
CARVER, JAMES EDWARD, White Horse st, Stepney, Traveller for a Sewing Machine Manufacturer High Court Pet Dec 4 Ord Dec 4
CATTON, JOHN, Burgh Castle, Suffolk, Market Gardener Gt Yarmouth Pet Dec 2 Ord Dec 2
CHELLINGWORTH, WILLIAM HENRY, Bewdley, Worcs, no occupation Kidderminster Pet Nov 26 Ord Nov 26
CLARKE, JOHN, Derby, Labourer Boston Pet Dec 2 Ord Dec 2
COOPER, WILLIAM BARNES, Wellington st, Strand, Fruit Salesman High Court Pet Dec 4 Ord Dec 4
CRAWLEY, JOSEPH, Wavendon, Bucks, Butcher Northampton Pet Dec 2 Ord Dec 2
CULVER, SAMUEL ELIJAH, and ISAAC EDWIN CULVER, Pemberton Works, Hackney, Manufacturers of Cocoa High Court Pet Dec 4 Ord Dec 4
EARLE, JOHN FREDERICK, and CHARLES WILLIAM LITTLE, Gt Grimsby, Mast Makers Gt Grimsby Pet Dec 3 Ord Dec 3
ELCOMB, CHARLES WILLIAM, Kingston, Surrey, Tailor Kingston Pet Oct 24 Ord Dec 2
FITCH, ENOCH WILLIAM, Ashley, Cantab, Miller Cambridge Pet Dec 4 Ord Dec 4
FRANKLIN, HENRY GEORGE, New Clee, Lincs, Painter Gt Grimsby Pet Nov 15 Ord Dec 2
GARTON, CHRISTOPHER MORRIS, Loftus in Cleveland, Yorks, Boot Dealer Stockton on Tees and Middlesborough Pet Nov 30 Ord Nov 30
GEORGE, FREDERICK ORSON, Milford Haven, Fish Merchant Pembroke Dock Pet Nov 29 Ord Dec 4
HARRISON, DAVID WALTER, Manchester, out of business Manchester Pet Oct 31 Ord Dec 3
HARRISON, JAMES, Linslade, Bucks, Horse Dealer Luton Pet Dec 4 Ord Dec 4
HERLEY, EDWARD THOMAS, Dewsbury, Yorks, Bookseller Dewsbury Pet Nov 22 Ord Dec 4
HERNIMAN, JAMES, Monmouth, Baker Newport, Mon Pet Nov 20 Ord Dec 4
HILL, WILLIAM, Ashton in Makerfield, Lancs, Colliery Overlooker Wigan Pet Nov 30 Ord Nov 30
HODGES, HENRY, Upton on Severn, Worcs, Innkeeper Worcester Pet Nov 25 Ord Nov 25
HOWARTH, LOUISA, Ashton under Lyne, Spinster Ashton under Lyne Pet Nov 19 Ord Dec 3
HUGGETT, WILLIAM GEORGE, Church st, Lisson grove, Stationer High Court Pet Nov 28 Ord Dec 3
JOHNSON, THOMAS, Huddersfield, Pianoforte Dealer Huddersfield Pet Nov 30 Ord Nov 30
JONES, WILLIAM, Mountain Ash, Glam, Collier Aberdare Pet Dec 2 Ord Dec 2
KING, GEORGE JAMES, Leigh, Yetminster, Dorset, Wheelwright Yeovil Pet Aug 20 Ord Sept 16
LLOYD, WILLIAM, Kidderminster, Market Gardener Kidderminster Pet Nov 25 Ord Nov 25
LUFF, SHADRACH, Wembley, Harrow, Baker St Albans Pet Dec 3 Ord Dec 3
MACHIN, JOHN, Barrow in Furness, Steelworker Barrow in Furness Pet Dec 4 Ord Dec 4
MARSDEN, WILLIAM, Halifax, Builder Halifax Pet Nov 26 Ord Dec 2
MERCER, RICHARD, Lower Walmer, Kent, Mariner Canterbury Pet Nov 29 Ord Dec 3
MILNER, FRED, late of Haxey, Lincs, Potato Merchant Lincoln Pet Dec 2 Ord Dec 2
PYE, WILLIAM, Lowestoft, Fishing Boat Owner Gt Yarmouth Pet Dec 3 Ord Dec 3
RAWSON, JONAS, Clent, Worcs, National Schoolmaster Stourbridge Pet Nov 26 Ord Nov 28
RICHMOND, SAMUEL FENTIMAN, South Ossett, Yorks, Gardener Dewsbury Pet Dec 2 Ord Dec 2
ROBINSON, JAMES, Bury Washing Liquor Manufacturer Bolton Pet Dec 2 Ord Dec 2
SCALES, EDMUND SCOTT MANN, Norwich, late Licensed Victualler Norwich Pet Nov 29 Ord Dec 2
SIMPSON, ALEXANDER, Queen's rd, Peckham, of no occupation High Court Pet Dec 2 Ord Dec 2
SMITH, ALEXANDER CLARK, Spa rd, Bermondsey, Leather Dresser High Court Pet Nov 19 Ord Dec 3
SMITH, WILLIAM HENRY, Newton, Norfolk, Gardener Norwich Pet Dec 2 Ord Dec 2
STEPHENSON, SAMUEL, Leeds, Sign Writer Leeds Pet Dec 3 Ord Dec 3
SWIFT, ROBERT HARVEY, Leeds, Builder Leeds Pet Nov 1 Ord Dec 2
TAYLOR, THOMAS, Greetland, nr Halifax, Cotton Spinner Halifax Pet Nov 20 Ord Dec 4
TINDELL, ALEXANDER, Moss Side, nr Manchester, Brewer's Traveller Manchester Pet Dec 3 Ord Dec 3
TURTLE, THOMAS NUNN, Leeds, Clothier Leeds Pet Nov 23 Ord Dec 2
WAKEFIELD, ELISHA, Kinderton, Cheshire, Coal Agent Nantwich and Crewe Pet Dec 4 Ord Dec 4
WOOTTON, JOHN WILLIAM, Feltwell, Norfolk, Commission Agent Norwich Pet Nov 21 Ord Dec 2
YOUNG, WILLIAM, Beeston, Notts, Clothier Nottingham Pet Nov 19 Ord Dec 4

London Gazette—TUESDAY, Dec. 10.

RECEIVING ORDERS.

ALLEN, JAMES C., Clacton on Sea, Essex, Builder Colchester Pet Nov 20 Ord Dec 7
ARMSTRONG, MATTHEW, Newcastle on Tyne, Accountant Newcastle on Tyne Pet Dec 5 Ord Dec 5
BEARD, WILLIAM, Cheltenham, Baker Cheltenham Pet Dec 5 Ord Dec 5
BENTLEY, SAMUEL, Leeds Wholesale Warehouseman Leeds Pet Nov 25 Ord Dec 6
BOTTOMLEY, HANNAH, Stainland, nr Halifax, Widow Halifax Pet Dec 5 Ord Dec 5
BOTTOMLEY, HANNAH, Greetland, nr Halifax, Widow Halifax Pet Dec 5 Ord Dec 5
BROWN, SUGAR, Blackburn, Bookseller Blackburn Pet Dec 7 Ord Dec 7
BURTON, FRANCIS, Stockton on Tees, Grocer Stockton on Tees Pet Dec 4 Ord Dec 4
CRAWFORD, WILLIAM, South Shields, Clothier Newcastle on Tyne Pet Dec 7 Ord Dec 7
DARBY, ROBERT, Moselle House, Lower Tottenham, Commercial Traveller Edmonton Pet Dec 7 Ord Dec 7
DAVENPORT, WILLIAM, Horwich, Lancs, Provision Dealer Bolton Pet Dec 7 Ord Dec 7
DAVIES, BENJAMIN, Llangammarch Wells, Brecon, Butcher Carmarthen Pet Dec 5 Ord Dec 5
ELMS, ALFRED GEORGE, Bexley, Kent, Builder Rochester Pet Dec 5 Ord Dec 5
EVERDEN, WILLIAM PRESTON CAMPBELL, Suffolk House, Cannon st, Accountant High Court Pet Dec 6 Ord Dec 7
FYFE, JAMES, St Stephen's chmbrs, Telegraph st, Stockbroker High Court Pet Oct 16 Ord Dec 5
GOULD, ELLEN MADGE, and ANNIE MADGE GOULD, Clifton, Bristol, Milliners Bristol Pet Dec 6 Ord Dec 6
HENSON, JOSEPH, Cookridge, nr Leeds, Farmer Leeds Pet Dec 5 Ord Dec 5
HUMPHREY, HENRY JOHN, Montpelier sq, Knightsbridge, no occupation High Court Pet Dec 6 Ord Dec 6
JAMES, JAMES, Pontardawe, Glam, Grocer Neath Pet Dec 5 Ord Dec 5
JOB, S. W., Deal, Coachbuilder Canterbury Pet Nov 23 Ord Dec 6
JOHN, JOSEPH, Hakin, Hubberston, Pembrokeshire, Butcher Pembroke Dock Pet Dec 6 Ord Dec 6
JONAS, JULIUS, Cheapside, Forwarding Agent High Court Pet Nov 21 Ord Dec 6
JONES, CHARLES THOMAS, Ledbury, Herefordshire, Cider Merchant Worcester Pet Dec 2 Ord Dec 2
KEMPSTER, JOHN, New Swindon, Wilts, Grocer Swindon Pet Dec 5 Ord Dec 5
LANCASTER, WILLIAM MATTHIAS, Upper Deal, Gent Canterbury Pet Dec 6 Ord Dec 6
LATHAM, EDWARD STORR, Leeds, late Boot Protector Manufacturer Leeds Pet Dec 6 Ord Dec 6
LEWIS, ROBERT, Marshchapel, Lincs, Farmer Great Grimsby Pet Nov 22 Ord Dec 6
LEY, GEORGE, Dalton in Furness, Fruiterer Ulverston and Barrow in Furness Pet Dec 5 Ord Dec 5
LLOYD, DAVID, jun, Shanklin, I W., Surgeon Newport and Ryde Pet Dec 5 Ord Dec 5
MIDDLETON, ROBERT, Ramsgate, Stockton on Tees, Innkeeper Stockton on Tees Pet Dec 5 Ord Dec 5
MORRIS, THOMAS, Buxton, Derbyshire, Fishmonger Stockport Pet Dec 6 Ord Dec 6
ODEY, HENRY WILLIAM, Devizes, Wilts, Innkeeper Bath Pet Dec 5 Ord Dec 5
PARKER, FREDERICK SYDNEY, Uplands, Swansea, Commission Agent Swansea Pet Dec 5 Ord Dec 5
PAXTON, GEORGE, Norbiton, Surrey, Major Kingston, Surrey Pet Oct 15 Ord Dec 6
PEARCE, MARK, St Michael, Bristol, Dyer Bristol Pet Dec 6 Ord Dec 6
PERRY, WILLIAM THURSTON, Aldenham st, St Pancras, Licensed Victualler High Court Pet Dec 6 Ord Dec 6
PRESTON, JAMES, Leicester, Commercial Traveller Leicester Pet Dec 4 Ord Dec 5
PRICE, JONATHAN, Llanrwst, Denbighshire, Quarryman Portmadoc and Blaenau Festiniog Pet Dec 5 Ord Dec 5
PUTMAN, GEORGE JOHN, St Denys, Southampton, Baker Southampton Pet Dec 7 Ord Dec 7
RIDOUT, GEORGE VATCHEL, Leeds, Surgeon-Dentist Leeds Pet Dec 6 Ord Dec 6
ROBINSON, JOHN, Norton, Campsall, Yorks, Market Gardener Sheffield Pet Dec 5 Ord Dec 5
ROUSE, JOHN, Leicester, Florist Leicester Pet Dec 4 Ord Dec 5
SHEPPARD, JOHN HENRY, Soham, Cantab, Turf Correspondent Cambridge Pet Dec 5 Ord Dec 5
SMITH, CHARLES, Tower chbrs, London wall, Hosier High Court Pet Dec 5 Ord Dec 5

SPELL, WILLIAM COLE, Leicester, Grocer Leicester Pet Nov 25 Ord Dec 6
SPILL, WILLIAM, Patcham, Sussex, Builder Brighton Pet Dec 5 Ord Dec 5
THOMAS, HENRY, Erith, Kent, Solicitor's Clerk Rochester Pet Dec 5 Ord Dec 5
THOMPSON, ROBERT, West Bromwich, Commission Agent West Bromwich Pet Dec 5 Ord Dec 5
THORNTON, HARRY, Seven Sisters rd, Tottenham, Joiner Edmonton Pet Dec 6 Ord Dec 6
WEALE, WILLIAM EDWARD, Rock, Worces, late Farmer Worcester Pet Dec 4 Ord Dec 4
WEBSTER, SAMUEL, Leeds, Baker Leeds Pet Dec 5 Ord Dec 5
WESTON, JOHN, Wardour st, Oxford st, Licensed Victualler High Court Pet Sept 6 Ord Nov 14
WHEATLEY, WILLIAM, Chester-le-street, Durham, Painter Durham Pet Dec 6 Ord Dec 6
WHITEHEAD, B, Mark lane, Merchant High Court Pet Nov 21 Ord Dec 5
WILD, GEORGE HENRY, Halifax, Tin Plate Worker Halifax Pet Dec 7 Ord Dec 7
WRENCH, RICHARD AUGUSTUS, Boughton, Chester, Market Gardener Chester Pet Nov 21 Ord Dec 5
WYNNE, EMILY, Gnosall, Stafford, late School Proprietress Brighton Pet Nov 14 Ord Dec 5
The following amended notice is substituted for that published in the London Gazette of Nov 29.
HORRIDGE, THOMAS, Ilkeston, Derbyshire, Draper Derby Pet Nov 13 Ord Nov 26

FIRST MEETINGS.

ABRAHAM, EVERATT, Stallingborough, Lincs, Farmer Dec 17 at 12.30 Off Rec, Trinity House In, Hull
ANDERSON, HENRY, 25, Stansfield rd, Stockwell Dec 24 at 11.15 33, Carey st, Lincoln's inn
ARMSTRONG, MATTHEW, Newcastle on Tyne, Accountant Dec 19 at 2.30 Off Rec, Pink In, Newcastle on Tyne
ASTON, JOHN CHARLES, High rd, Kilburn, House Agent Dec 19 at 12 33, Carey st, Lincoln's inn
BARWICK, WILLIAM SAMPSON, Ramsgate, Auctioneer Dec 19 at 4 53, High st, Margate
BOOTH, WILLIAM ALFRED, Glossop, Derbyshire, Manufacturer Dec 18 at 11.30 Off Rec, Ogden's chmbrs. Bridge st, Manchester
BOTTOMLEY, HANNAH, Stainland, nr Halifax Dec 19 at 11.15 Off Rec, Halifax
BOTTOMLEY, HANNAH, Greetland, nr Halifax Dec 19 at 11.30 Off Rec, Halifax
BURTON, FRANCIS, Stockton on Tees, Grocer Dec 17 at 11 Off Rec, 8, Albert rd, Middlesborough
CAMFIELD, CHARLES SAMUEL, Houndsditch, Confectioner Dec 24 at 11 33, Carey st, Lincoln's inn
COTTAM, EDWIN, Bondgate, nr Ripon, Corn Miller Dec 19 at 12 Black Bull Hotel, Ripon
CRAWFORD, WILLIAM, South Shields, Clothier Dec 21 at 10.30 Off Rec, Pink lane, Newcastle on Tyne
DAVIS, GEORGE, late Crondall st, Hoxton, Perambulator Manufacturer Dec 19 at 2.30 33, Carey st, Lincoln's inn
ELMS, ALFRED GEORGE, Bexley, Kent, Builder Dec 23 at 11.30 Off Rec, High st, Rochester
GARTON, CHRISTOPHER MORRIS, Loftus in Cleveland, Yorks, Boot Dealer Dec 17 at 11 Off Rec, 8, Albert rd, Middlesborough
GEORGE, FREDERICK ORSON, Milford Haven, Fish Merchant Dec 20 at 12 Temperance Hall, Pembroke Dock
GILBERT, JOSIAH, Alton, Hants, Outfitter Dec 18 at 2.30 Off Rec, 4, East st, Southampton
GODFREY, EDWIN JOHN, Hitchin, Herts, Grocer Dec 19 at 11.30 Off Rec, Park st West, Luton
GORTON, MATTHEW HILTON, Little Hulton, Lancs, Plasterer Dec 18 at 11 16, Wood st, Bolton
GOTHARD, EDWARD FRANK, Burton on Trent, Tailor Dec 17 at 3 Off Rec, St James's chmbrs, Derby
GREENWOOD, EDWARD GIDEON, Arthur st, Walworth, Builder Dec 20 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
GRIMSHAW, CHARLES HENRY, Manchester, Ironmonger Dec 17 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester
HAMMOND, WILLIAM, Chigwell row, Essex, Miller Jan 16 at 10.15 Court house, King's Lynn
HARRISON, JAMES, Linslade, Bucks, Horse Dealer Dec 19 at 11 Off Rec, Park st West, Luton
HEALEY, CHARLES HENRY, Manchester, Dealer in Cigars Dec 18 at 11 Off Rec, Ogden's chmbrs, Bridge st, Manchester
HOWARTH, LOUISA, Ashton under Lyne, Spinster Dec 19 at 2 Townhall, Ashton under Lyne
JACOBS, JOHN, Chelmsford, Rag Merchant Dec 17 at 2.30 Shirehall, Chelmsford
JOB, S. W., Deal, Coachbuilder Dec 19 at 1 Black Horse Hotel, Deal
KING, ARTHUR, St James sq, Notting hill, late Lead Merchant Dec 20 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
KINGSTON, HENRY, Lower Phillimore pl, Kensington, Auctioneer Dec 24 at 11 33, Carey st, Lincoln's inn fields
LANCASTER, WILLIAM MATTHIAS, Upper Deal, Kent, Gent Dec 19 at 1.30 Black Horse Hotel, Deal
LLOYD, DAVID, jun, Shanklin, I. W., Surgeon Dec 18 at 1 Holyrood chmbrs, Newport, I. W.
LUFF, SHADRACH, Wembley, Harrow, Baker Dec 20 at 11.30 G. Annesley, solor, St Albans
MARSH, WALTER THOMAS, Watford, Herts, Watch Maker Dec 20 at 10.30 G. Annesley, solor, St Albans
MERCER, RICHARD, Lower Walmer, Kent, Mariner Dec 19 at 12.30 Black Horse Hotel, Deal
MIDDLETON, ROBERT, Ramsgate, Stockton on Tees, Innkeeper Dec 17 at 11 Off Rec, 8, Albert rd, Middlesborough
MOSS, WILLIAM CAMPBELL, Scunthorpe, Frodingham, Lincs, Corn Merchant Dec 18 at 11 Off Rec, 3, Haven st, Gt Grimsby
OXFORD, GEORGE, King's rd, Chelsea, Undertaker Dec 24 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
PARKER, FREDERICK SYDNEY, Uplands, Swansea, Commission Agent Dec 18 at 3 Off Rec, 97, Oxford st, Swansea
PRESTON, JAMES, Leicester, Commercial Traveller Dec 19 at 12 30 Off Rec, 34, Friar lane, Leicester
ROADKNIGHT, CHARLES, Atherstone, Warwickshire, Lime Merchant Dec 19 at 3 25, Colmore row, Birmingham
ROUSE, JOHN, Leicester, Florist Dec 19 at 3 Off Rec, 34, Friar lane, Leicester
ROWE, HENRY SPARROW FULBROOK, Luton, Beds, Licensed Victualler Dec 19 at 11 Off Rec, Park st West, Luton
SHEPPARD, JOHN HENRY, Soham, Cambs, Turf Correspondent Dec 23 at 2 White Hart Hotel, Newmarket
SPELL, WILLIAM COLE, Leicester, Grocer Dec 18 at 12.30 Off Rec, 34, Friar lane, Leicester
STEVENS, JOHN SAMUEL, Pinner, Farmer Dec 20 at 11 G. Annesley, Solicitor, St Albans
STEVENS, SAMUEL, Hull, Grocer Dec 17 at 11 Off Rec, Trinity House lane, Hull
THOMAS, HENRY, Erith, Kent, Solicitor's Clerk Dec 23 at 12.30 Off Rec, High st, Rochester
THOMPSON, JAMES ANDREW BAIRD, Totnes, Devon, Doctor of Medicine Dec 17 at 12 Castle Hotel, Totnes
TINDELL, ALEXANDER, Sutton, nr Macclesfield, Brewer's Traveller Dec 17 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
WALTERS, SARAH, Quaker's Yard, Glam, Grocer Dec 19 at 12 Off Rec, Merthyr Tydfil
WEBB, JAMES, Piccadilly, Artist Dec 19 at 11 Bankruptcy bldgs. Portugal st. Lincoln's inn fields
WILD, GEORGE HENRY, Halifax, Tin Plate Worker Dec 19 at 12 Off Rec, Halifax
YOUNG, A. STUART, First Avenue Hotel, Holborn, Esq Dec 19 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
YOUNG, WILLIAM, Beeston, Notts, Clothier Dec 17 at 11 Off Rec, 1, High pavement, Nottingham

ADJUDICATIONS.

AIR, TUNIS, Wylde Green, nr Birmingham, Commission Agent Birmingham Pet Dec 3 Ord Dec 5
ARMSTRONG, MATTHEW, Newcastle on Tyne, Accountant Newcastle on Tyne Pet Dec 5 Ord Dec 5
BROWN, SAGAR, Blackburn, Book Seller Blackburn Pet Dec 7 Ord Dec 7
BURTON, FRANCIS, Stockton on Tees, Grocer Stockton on Tees Pet Dec 4 Ord Dec 4
DARBY, ROBERT, Moselle House, Lower Tottenham, Commercial Traveller Edmonton Pet Dec 6 Ord Dec 7
DAVIES, BENJAMIN, Llangammarch Wells, Brecon, Butcher Carmarthen Pet Dec 4 Ord Dec 5
DOUGHTY, HENRY BROUGHAM, High Holborn, Milk Dealer High Court Pet Nov 5 Ord Dec 6
ELMS, ALFRED GEORGE, Bexley, Kent, Builder Rochester Pet Dec 5 Ord Dec 5
FOX, WILLIAM, Stoford, Somerset, Grocer Yeovil Pet Nov 29 Ord Dec 4
GENTRY, CHARLES HERBERT, Gipsy hill, Norwood High Court Pet Nov 15 Ord Dec 5
GORTON, MATTHEW HILTON, Little Hulton, Lancs, Plasterer Bolton Pet Dec 4 Ord Dec 5
GRAY, JOHN, Birmingham, Dentist Birmingham Pet Dec 2 Ord Dec 5
HALKETT, Colonel FREDERICK J. COLIN, Beckenham, Kent High Court Pet Nov 11 Ord Dec 6
HAMMOND, WILLIAM, Chigwell Row, Essex, Miller King's Lynn Pet Nov 29 Ord Dec 5
HEATH, CHARLES, Kensington rd, Knightsbridge, Shopfitter High Court Pet Dec 3 Ord Dec 6
JACKSON, JOHN, Birmingham, Heating Apparatus Manufacturer Birmingham Pet Nov 11 Ord Dec 6
JAMES, HENRY, jun, Wells st, Oxford st, Traveller High Court Pet Dec 2 Ord Dec 5
JAMES, JAMES, Pontardawe, Glam, Grocer Neath Pet Dec 5 Ord Dec 5
JOHN, JOSEPH, Hakin, Hubberston, Pembs, Butcher Pembroke Dock Pet Dec 5 Ord Dec 6
JONES, CHARLES THOMAS, Ledbury, Herefordshire, Cider Merchant Worcester Pet Dec 2 Ord Dec 2
JONES, WILLIAM, THOMAS JONES, and EDWARD JONES, Trebanog Cymmer, Glam, Colliers, late Butchers Pontypridd Pet Dec 2 Ord Dec 5
KEMPSTER, JOHN, New Swindon, Wilts, Grocer Swindon Pet Dec 5 Ord Dec 5
LANCASTER, WILLIAM MATTHIAS, Upper Deal, Gent Canterbury Pet Dec 5 Ord Dec 6
LATHAM, EDWARD STORR, Leeds, late Boot Protector Manufacturer Leeds Pet Dec 6 Ord Dec 6
LEE, GEORGE, Dalton in Furness, Fruiterer Ulverston and Barrow in Furness Pet Dec 5 Ord Dec 5
MARFLEET, JOHN, formerly Longton, Staffs, Solicitor Stafford Pet Aug 23 Ord Dec 4
MARSHALL, JOHN COBBETT, Kingston on Thames, Grocer Kingston, Surrey Pet Dec 2 Ord Dec 5
MCELROY, CHARLES WILLIAM, Stockwell rd, Brixton, Beer Retailer High Court Pet Dec 4 Ord Dec 6
MIDDLETON, ROBERT, Stockton on Tees, Innkeeper Stockton on Tees Pet Dec 5 Ord Dec 5
MORRIS, THOMAS, Buxton, Fishmonger Stockport Pet Dec 6 Ord Dec 6
MUNCALF, WILLIAM HERBERT, Victoria Dock rd, Butcher's Manager High Court Pet Nov 6 Ord Dec 5
ODEY, HENRY WILLIAM, Devizes, Wilts, Innkeeper Bath Pet Dec 5 Ord Dec 5
PEARCE, MARK, St Michael, Bristol, Dyer Bristol Pet Dec 6 Ord Dec 6
PERRY, WILLIAM THURSTON, Aldenham st, St Pancras, Licensed Victualler High Court Pet Dec 6 Ord Dec 6
PLATE, HENRY EDOUARD, Manchester, General Merchant Manchester Pet Nov 14 Ord Dec 7
PRICE, JONATHAN, Llanrwst, Denbighshire, Quarryman Portmadoc and Blaenau Festiniog Pet Dec 4 Ord Dec 5
RIDOUT, GEORGE VATCHEL, Leeds, Surgeon Dentist Leeds Pet Dec 6 Ord Dec 6
ROBINSON, JOHN, Norton, Campsall, Yorks, Market Gardener Sheffield Pet Dec 5 Ord Dec 5
SHEPPARD, JOHN HENRY, Soham, Cantab, Turf Correspondent Cambridge Pet Dec 5 Ord Dec 7
STUART, EDWARD HENRY, Dumpton pk, nr Ramsgate Canterbury Pet Sept 23 Ord Dec 6
THOMAS, HENRY, Erith, Kent, Solicitor's Clerk Rochester Pet Dec 5 Ord Dec 5
WEBBER, JOHN GALLIFORD, Landkey, Devon, Innkeeper Barnstaple Pet May 7 Ord Dec 3
WHEATLEY, WILLIAM, Chester-le-Street, Durham, Painter Durham Pet Dec 6 Ord Dec 6
WINTER, JOSEPH, Manchester, Manager Manchester Pet Nov 14 Ord Dec 7
WOOLFORD, JOSEPH, and JOSEPH WILLIAM WOOLFORD, High row, Silver st, Kensington, Builders High Court Pet Oct 9 Ord Dec 5

ORDER OF ADJUDICATION AND RECEIVING ORDER ANNULLED.

LANDSEER, HELEN, Lanark villas, Paddington, Widow High Court Rec Ord Aug 6, 1886 Adjud Nov 12, 1886 Annul Dec 2, 1889

BANKRUPTCY ANNULLED.

WOODS, ALBERT W., St George's rd, Pimlico, Rouge Dragon at the College of Arms High Court Adjud Aug 12 Annul Dec 3

SALES OF ENSUING WEEK.

Dec. 17.—Messrs. FOSTER, at the Mart, E.C., at 1 for 2 o'clock, Freehold Properties (see advertisement, this week, p. 4).
Dec. 21.—Mr. WALTER BRIERLEY, at the County Hotel, Lancaster, Freehold Estate (see advertisement, this week, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

DUNCAN.—Dec. 6, at Montpelier House, Twickenham, the wife of George James Duncan, of the Inner Temple, barrister-at-law, of a daughter.

MARRIAGE.

FROST—LEGGETT.—Dec. 10, at St. Mathew's Church, Frederic King Frost, solicitor, to Julia Mary, younger daughter of the late Rev. Robt. Leggett, M.A., of Stonham Aspal, Suffolk.

DEATHS.

HOLDER.—Dec. 1, at his residence, No. 212, Evering-road, Upper Clapton, John Holder, solicitor, of No. 40, Cheapside, aged 60.
LANE—Dec. 9, at Carshalton, after a short illness, Horace Houlton Lane, of Gt. St. Thomas Apostle, London, solicitor, 3rd son of Henry John Lane, of the same place, solicitor, aged 24.
PATTENDEN—Dec. 9, Frederick William Pattenden, M.A., of New College, Oxford, and of the Inner Temple, barrister-at-law, aged 32.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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